

## ADMINISTRATIVE DETAILS

### APPLICATION FOR RENEWAL OF REGISTRATION / Name of Applicant

1. Name of the applicant :      AGICOA  
Association for the International Collective Management of  
Audiovisual Works

Geneva, 22 July 2022



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Frédéric VANBOSSELE  
Legal & Licensing Manager



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Tom DE LANGE  
General Manager

## APPLICATION FOR RENEWAL OF REGISTRATION / Address of the Applicant

2. Address of the applicant : 1, rue Pestalozzi  
CH-1202 Geneva  
Switzerland

Geneva, 22 July 2022



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Frédéric VANBOSSELE  
Legal & Licensing Manager



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Tom DE LANGE  
General Manager

**APPLICATION FOR RENEWAL OF REGISTRATION / Names of the Chairperson and other Members of the Board**

3. Names of the Chairperson and other Members of the Board :

- Mr Christopher MARCICH – President
- Mr Ronald FROHNE (GWFF) – Vice-President
- Mr Max RUMNEY (PACT) – Vice-President and Treasurer
- Mr Miguel Angel BENZAL (EGEDA)
- Ms Sylwia BIADUN (ZAPA)
- Mr Marcel HOOGENBERK (FINTAGE)
- Ms Jane HYNDMAN (COMPACT)
- Mr John JACOBSEN (AGICOA NORGE)
- Ms Jean PREWITT (IFTA)
- Mr Paulo SANTOS (GEDIPE)
- Ms Jane SAUNDERS (MPA)

Geneva, 22 July 2022



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Frédéric VANBOSSELE  
Legal & Licensing Manager



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Tom DE LANGE  
General Manager

**Extract of the minutes of the  
AGICOA General Assembly  
14 December 2021  
Remote Meeting**

**1. “3. Budget 2022 and AGICOA Management fees for 2022”**

[...] The President submits the following resolution for approval by the General Assembly:

***“The General Assembly approves the Budget for 2022, as well as the 2022 AGICOA Management Fee of 7,30% in connection with the General Mandate and of 10% in connection with the Voluntary Mandate.”***

**The resolution is adopted with the opposition of SEKAM and the reservation of BAVP.**

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We, the undersigned, hereby confirm that the above excerpt of the Minutes of the General Assembly Meeting held on December 14<sup>th</sup>, 2021 is conform with the original Minutes.

Geneva, 22 July, 2022



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Frédéric VANBOSSELE  
Legal & Licensing Manager



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Tom de LANGE  
General Manager



# REGISTRE DU COMMERCE DE GENÈVE

Extrait avec éventuelles radiations

EXTRAIT DU REGISTRE

Report du 24 octobre 1995

No réf. 02444/1984

N° féd. CH-660-0184984-7

IDE CHE-103.225.085

## Association de Gestion Internationale Collective des Oeuvres Audio-Visuelles (AGICOA)

inscrite le 23 mars 1984

Association

Réf.	Nom	
1	Association de Gestion Internationale Collective des Oeuvres Audio-Visuelles (AGICOA)	
	Siège	
1	Genève	
	Adresse	
1	rue de Saint-Jean 26	
8	rue Pestalozzi 1	
	Dates des Statuts	
1	12.05.1992 (nouv. stat.)	14 13.12.2011 (nouv. stat.)
2	18.05.1999 (nouv. stat.)	19 11.12.2012
5	20.05.2003 (nouv. stat.)	21 09.12.2014 19.05.2015
6	18.05.2004 (nouv. stat.)	22 15.12.2015
11	23.05.2006	
	But, Observations	
1	<u>But: (rad. réf. 22)</u> <del>représentation et défense, dans le cadre d'une gestion collective, des intérêts matériels et immatériels de ses membres, dans le domaine audiovisuel.</del>	
1	<u>Direction: (rad. réf. 2)</u> <del>conseil d'administration de 23 membres</del>	
2	<u>Direction: (rad. réf. 14)</u> <del>conseil d'administration et comité exécutif</del>	
16	L'identification sous le numéro CH-660-0184984-7 est remplacée par le numéro d'identification des entreprises (IDE/UID) CHE-103.225.085.	
22	<u>But:</u> représentation et défense, dans le cadre d'une gestion collective, des intérêts matériels et immatériels de ses membres, dans le domaine audiovisuel (cf. statuts pour but complet).	

Réf.	Ressources
1	somme octroyée annuellement par l'adoption d'un budget approuvé et prélevée sur l'ensemble des montants qu'elle reçoit ou/et perçoit pour le compte de ses membres, ou d'autres ayants droit, dons, legs, recettes et intérêts des fonds propres de l'association

Réf.			Membres et personnes ayant qualité pour signer		
Inscr.	Mod.	Rad.	Nom et Prénoms, Origine, Domicile	Fonctions	Mode Signature
1		2	<b>Ducaux-Rupp</b> Gérard, de France, à Paris, F	membre* président (a)	signature collective à 2
1		m 2	<b>Brodie</b> Michael, de Grande-Bretagne, à Farnham Common, GB	membre* vice-président	signature collective à 2 +
1		2	<b>Goldschmidt</b> Rudolf, d'Allemagne, à Francfort-sur-le-Main, D	membre*	signature collective à 2 +
1		2	<b>Hemclaeer</b> Luc, de Belgique, à Rhodes-Saint-Genèse, B	membre*	signature collective à 2 +
1		2	<b>Lucisano</b> Fulvio, d'Italie, à Rome, I	membre*	signature collective à 2 +

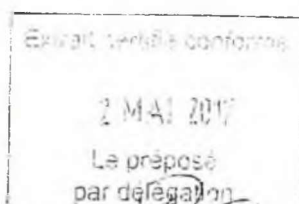
Réf.			Membres et personnes ayant qualité pour signer		
Inscr.	Mod.	Rad.	Nom et Prénoms, Origine, Domicile	Fonctions	Mode Signature
1		2	<del>Messina Antoine, de France, à Paris, F</del>	membre*	signature collective à 2 +
1		2	<del>Egli Rodolphe, du Grand-Saconnex, à Genève</del>	directeur	signature individuelle
2		m 4	<del>Chaubeau André, de France, à Neuilly, F</del>	membre* président	signature individuelle
	2	m 4	<del>Brodie Michaël, de Grande-Bretagne, à Farnham Common, GB</del>	membre* vice-président	signature collective à 2
2			<del>Frohne Ronald, d'Allemagne, à Berlin, D</del>	membre* vice-président	signature collective à 2
2		m 4	<del>Jacobsen John, de Norvège, à Oslo, NOR</del>	membre*	signature collective à 2
2		m 4	<del>La Bouverie Nicole, de Belgique, à Bruxelles, B</del>	membre*	signature collective à 2
2		10	<del>Marcich Chris, des USA, à Bruxelles, B</del>	membre*	signature collective à 2
2		10	<del>Safir Lawrence, de Grande-Bretagne, à Londres, GB</del>	membre*	signature collective à 2
2		10	<del>Sussfeld Alain, de France, à Paris, F</del>	membre*	signature collective à 2
2		7	<del>Verstappen Wim, des Pays-Bas, à Amsterdam, NE</del>	membre*	signature collective à 2
2		4	<del>Cleopas Tohis-Jean, de Genève, à Genève</del>		signature collective à 2 +
2		9	<del>Garçon Maryvonne, de France, à Annecy-le-Vieux, F</del>		signature collective à 2 +
2		5	<del>Treboux Evelyne, de France, à Pers-Jussy, F</del>		signature collective à 2 +
3		4	<del>Endlich Hein des Pays-Bas, à Genève.</del>	directeur	signature individuelle
	4	12	<del>Jacobsen John, de Norvège, à Oslo, N</del>	membre* président	signature individuelle
	4		<del>La Bouverie Nicole, de Belgique, à Bruxelles, B</del>	membre* vice-présidente	signature collective à 2
	4	m 14	<del>Brodie Michaël, de Grande-Bretagne, à Farnham Common, GB</del>	membre* trésorier	signature collective à 2
4		10	<del>Mouillier Bertrand, de France, à Londres, GB</del>	membre*	signature collective à 2
	4	9	<del>Chaubeau André, de France, à Neuilly, F</del>	directeur général	signature individuelle
4		9	<del>de Lange Tom, de Belgique, à Genève</del>		signature collective à 2
4		9	<del>Kozsuszeck Helmut, d'Allemagne, à Genève</del>		signature collective à 2
5		9	<del>Gosteli Jean-Michel, de Bolligen, à Dullier</del>		signature collective à 2
9		10	<del>Duggan Paul, d'Irlande, à Saint-Jorioz, F</del>	directeur général	signature individuelle
10			<del>De Lange Tom, de Belgique, à Collonge-Bellerive</del>	directeur	signature collective à 2
10		20	<del>Kozsuszeck Helmut, d'Allemagne, à Genève</del>	directeur	signature collective à 2
10		15	<del>Oberholzer Pierre, de Wald, à Coppet</del>	directeur	signature collective à 2
12		m 21	<del>Marcich Christopher Peter, des USA, à Bruxelles, B</del>	membre* président	signature individuelle
13			<del>Jacobsen John, de Norvège, à Oslo, NOR</del>	membre*	sans signature
14			<del>Benzal Medina Miguel Angel, d'Espagne, à Pozuelo de Alarcon, E</del>	membre*	sans signature
14			<del>Kirejczyk Ryszard, de Pologne, à Izabelin, POL</del>	membre*	sans signature
14		21	<del>O'Sullivan John, d'Irlande, à Harpenden, GB</del>	membre*	sans signature
14			<del>Prewitt Jean, des USA, à Los Angeles, USA</del>	membre*	sans signature
14		21	<del>Steil Nicolas, du Luxembourg, à Luxembourg, LUX</del>	membre*	sans signature
14			<del>Teves Sico Cornelis, des Pays-Bas, à Aerdenhout, NL</del>	membre*	sans signature
	14		<del>Brodie Michaël, de Grande-Bretagne, à Farnham Common, GB</del>	trésorier	signature collective à 2
18			<del>Droux Stéphanie, de Vuisternens-dev-Romont, à Beaumont, F</del>		signature collective à 2
18			<del>Girod Jean-Daniel, de Vernier, à Genève</del>		signature collective à 2
20		23	<del>Duarte Mendes Castanheira Vera, du Portugal, à Dullier</del>		signature collective à 2
	21		<del>Marcich Christopher Peter, des USA, à Bruxelles, B</del>	membre* président	signature collective à 2

Réf.			Membres et personnes ayant qualité pour signer		
Inscr.	Mod.	Rad.	Nom et Prénoms, Origine, Domicile	Fonctions	Mode Signature
21		25	<del>Johnson David, de Grande-Bretagne, à Sheffield,</del> GBR	membre*	sans signature
21			Rumney Maxwell William, de Grande-Bretagne, à Londres, GBR	membre*	sans signature
21		22	<del>van Breugel Rudolphus Jacobus Bernardus</del> Maria, des Pays-Bas, à Laren, NED	membre*	sans signature
22		25	<del>van der Graaf Dick, des Pays-Bas, à Amsterdam,</del> NED	membre*	sans signature
24			Mahdavy Mariam, de Genève, à Genève		signature collective à 2
25			Hyndman Caroline Jane, de Grande-Bretagne, à Chester, GB	membre*	sans signature
25			Maltha San Fu, des Pays-Bas, à ME Bilthoven, NL	membre*	sans signature

\*comité exécutif

Réf.	JOURNAL		PUBLICATION FOSC		Réf.	JOURNAL		PUBLICATION FOSC	
	Numéro	Date	Date	Page/Id		Numéro	Date	Date	Page/Id
0		report			1	510	15.01.1993	29.01.1993	474
2	369	11.01.2001	17.01.2001	364	3	4893	26.04.2001	02.05.2001	3266
4	9610	17.09.2002	23.09.2002	5	5	3649	22.03.2004	26.03.2004	8/2187936
6	11431	30.09.2004	06.10.2004	6/2479938	7	461	11.01.2005	17.01.2005	8/2644732
8	10914	23.08.2006	29.08.2006	7/3524730	9	9963	02.07.2009	08.07.2009	11/5124722
10	4344	08.03.2011	11.03.2011	0/6072696	11	18202	16.11.2011	21.11.2011	0/6425696
12	3179	24.02.2012	29.02.2012	0/6573732	13	3691	05.03.2012	08.03.2012	0/6586374
14	7692	15.05.2012	21.05.2012	0/6684860	15	19986	27.11.2013	02.12.2013	0/1211409
16		Complément	19.12.2013	0/7225832	17	17552	22.10.2014	27.10.2014	0/1788841
18	18222	04.11.2014	07.11.2014	0/1810995	19	19563	26.11.2014	01.12.2014	0/1851575
20	10970	06.07.2015	09.07.2015	0/2259925	21	15533	30.09.2015	05.10.2015	0/2408473
22	6180	11.04.2016	14.04.2016	0/2779673	23	5912	31.03.2017	05.04.2017	0/3448013
24	6428	07.04.2017	12.04.2017	0/3465865	25	7400	26.04.2017	01.05.2017	0/3496079

Genève, le 02 mai 2017



Fin de l'extrait

Seul un extrait certifié conforme, signé et muni du sceau du registre, a une valeur légale.

**BY-LAWS of the ASSOCIATION FOR THE INTERNATIONAL COLLECTIVE MANAGEMENT OF  
AUDIOVISUAL WORKS**

**(AGICOA)**

Of May 14, 1991 as amended on May 12, 1992, December 13, 1996, December 11, 1998, May 18, 1999, May 20, 2003, May 18, 2004, May 23, 2006, December 13, 2011, December 11, 2012, December 9, 2014, May 19, 2015, December 15, 2015, December 12, 2017, December 11, 2018 and August 4, 2020.

**Article 1**

***Name and Headquarters***

1. ASSOCIATION FOR THE INTERNATIONAL COLLECTIVE MANAGEMENT OF AUDIOVISUAL WORKS (AGICOA) is a not-for-profit association organized in compliance with these By-Laws and Book 1, Title 2, Chapter 2 of the Swiss Civil Code.
2. AGICOA's headquarters are in Geneva, Switzerland.

**Article 2**

***Purpose***

AGICOA's purpose consists in the worldwide collective management of copyright and of rights related to copyright on behalf of producers of audiovisual works, their successors in title and entities representing them who are Members and/or Declarants of AGICOA, in the meaning of Article 5 of the present By-Laws, for their collective benefit.

**Article 3**

***Mandates and Activities***

1. AGICOA carries out its activities within the international, European and national legal frameworks for the collective management of copyright and related rights.
2. Under the General Mandates conferred by its Members and/or Declarants in a specific mandate form, AGICOA has the right to grant or refuse authorization for the following exploitations of audiovisual works that are part of AGICOA's repertoire and are contained in television programs intended for the reception by the public:



- 2.1. Simultaneous, full, unchanged and continuous retransmission by cable, satellite or by any similar means.
- 2.2. The intervention by satellite package providers, cable distribution platforms or other comparable distribution platforms in the communication to the public.
- 2.3. Communication to the public by hotels, hospitals, homes for elderly, prisons and other similar establishments.
- 2.4. Recording for (non-commercial) educational purposes by educational institutions in specific countries as approved from time to time by the Administrative Board.
3. Under the Voluntary Mandates conferred by its Members and/or Declarants in a specific mandate form, AGICOA shall:
  - 3.1. Have the right to grant or refuse authorization for the communication, including making available, to the public, and/or the reproduction of audiovisual works that fall under the AGICOA repertoire and that are contained in the television programs transmitted as part of linear or non-linear (on-demand) audiovisual media services, as listed and approved from time to time by the Administrative Board.
  - 3.2. Carry out other acts according to the specific mandates that are granted to AGICOA by its Members and/or Declarants and approved by the General Assembly upon the recommendation of the Administrative Board.
4. In addition, AGICOA shall be entitled to collect the remuneration arising from the exploitation of the rights managed by AGICOA based on the General and Voluntary Mandates as defined in the previous paragraphs.
5. In order to achieve its purpose, AGICOA may:
  - 5.1. Conclude agreements with users authorizing the exploitation of the rights managed by AGICOA.
  - 5.2. Conclude agreements with, participate in, and/or confer the necessary mandates to other collective management organizations or independent management entities in order to facilitate, improve and simplify the procedures for granting licenses to users and collecting royalties.
  - 5.3. Perform any activities required to collect any royalties arising from the use of the rights managed by AGICOA, including through any collective management organizations or independent management entities.

- 5.4. Distribute royalties in accordance with the AGICOA general policy on distribution, the Distribution Rules and other applicable Governing Rules.
- 5.5. Conclude out-of-court settlements, negotiations or mediation procedures, initiate litigations in court of law and participate in arbitration procedures as required to execute its purpose and mandates.
- 5.6. Carry out any other tasks that contribute to the fulfillment of the purpose of AGICOA.
- 5.7. Carry out all activities as are incidental or conducive to the attainment of AGICOA's purpose and/or in service of other agreed needs of its Members and/or Declarants.

#### **Article 4**

##### ***Governing Rules***

These By-Laws, the General Regulations, the Distribution Rules, Conflict Rules, Registration and Declaration Rules, the general policies and other regulations approved by the General Assembly or the Administrative Board as required and as amended from time to time (hereinafter commonly and collectively, with the By-Laws, referred to as the "Governing Rules"), are binding on all Members and Declarants.

In case of any conflict between or among the present By-Laws and the General Regulations, Distribution Rules, Conflict Rules, Registration and Declaration Rules, the general policies and other regulations approved by the General Assembly or the Administrative Board as required and as amended from time to time, the present By-Laws shall prevail.

#### **Article 5**

##### ***Rightsholders, Declarants and Members***

1. There are two principal forms of affiliation with AGICOA:
  - Declarants
  - Members
2. Any Rightsholder, collective management organization or independent management entity declaring with AGICOA the rights in audiovisual works it holds or manages thereby validly authorizing AGICOA to manage such rights shall become a "Declarant." In such capacity, the latter shall have the respective rights and obligations as defined in the Governing Rules.

3. For the purposes of the present By-Laws a “Rightsholder” shall mean any person or entity, other than a collective management organization or an independent management entity, validly holding copyright or related rights in audiovisual works within the scope of the purpose and activities of AGICOA or, under an agreement for the exploitation of such rights or by law, being entitled to a share of collected royalties.

Where mandatory collective management applies pursuant to relevant national or international legislation, AGICOA shall be deemed mandated to manage the rights of Rightsholders that have no direct legal relationship with AGICOA, nor are represented with AGICOA via an Institutional Member or via a representation agreement, unless instructed otherwise by such Rightsholder in writing. Rightsholders referred to in this paragraph shall be able to claim those rights by becoming a Declarant under the same conditions as for Declarants as defined in the Governing Rules.

## **Article 6**

### ***Membership Requirements***

AGICOA membership includes and is open to:

1. Founding Members: International Federation of Film Producers Associations and International Federation of Film Distributors’ Associations;
2. Institutional Members: any entity active within the scope of the purpose and activities of AGICOA, including collective management organizations and professional associations, that establishes its power to represent Rightsholders and/or Declarants and to achieve the purpose and realize the activities of AGICOA; and
3. Individual Members: any Declarant, other than a collective management organization, active within the scope of the purpose and activities of AGICOA that establishes its will to become an Individual Member in order to achieve the purpose and realize the activities of AGICOA.

(hereinafter collectively referred to as “Members”).

## **Article 7**

### ***Admission Procedure***

1. The application for membership must be filed in writing and must comply with the AGICOA membership requirements.

2. The Administrative Board considers and decides on the applications for membership after having checked the formal validity of the application. The Administrative Board may require an applicant to supply such evidence of eligibility as the Administrative Board considers reasonably necessary. The Administrative Board may refuse an application provided that it gives the applicant a clear explanation for its decision.
3. The Administrative Board shall ensure that all applicants are aware of the provisions of the present By-Laws and other Governing Rules.
4. All existing Members at the entry into force of the present By-Laws are admitted as Members.

## **Article 8**

### ***Termination and Suspension of Membership***

1. Members may terminate their membership by written notice. The declaration of termination must reach AGICOA at least six months before the end of its respective financial year and becomes effective at the end of that financial year.
2. Membership terminates with immediate effect in the case of death or issuance of a formal winding up or liquidation court order.
3. Any Member no longer fulfilling the membership requirements will cease to be a Member by decision of the Administrative Board ratified by the General Assembly.
4. Any Member failing to respect the provisions of the present By-Laws and/or other Governing Rules, refusing to carry out a decision of the Administrative Board and/or General Assembly, significantly obstructing activities and interests of AGICOA, or committing any deed aimed against AGICOA and/or which is of a nature to harm its interests or those of its Declarants and/or Members, may be fully or partially suspended until such time as the cause for partial or full suspension is resolved, and may, furthermore, be excluded from AGICOA by decision of the General Assembly following a recommendation by the Administrative Board.

For the avoidance of doubt, business disputes unrelated to AGICOA between Members shall not qualify as grounds for the suspension or exclusion of a Member under this Article 8(4).

5. If the Administrative Board considers that any of the events set out in the clause above have occurred, the Administrative Board may suspend the Member concerned on a transitional basis until the next General Assembly meeting and shall notify all other Members of such suspension.

6. The Member concerned must be notified in writing and be given an opportunity to present its points of view to the General Assembly about the suspension or exclusion.

## **Article 9**

### ***Consequences of the Termination or Suspension of Membership***

1. If a Member ceases to be a Member pursuant to Article 8(1) to (4) above, the Declarants that have designated it shall designate another Member or in the absence of such designation, the royalties paid to such Declarants will not be taken into account for the calculation of the voting rights as set out in Article 14(5) below at the time of the calculation of the voting rights according to Article 14(6) of the present By-Laws.
2. In the case of a full suspension, the Member concerned shall not be entitled to vote nor attend the General Assembly, save for the purposes of presenting its views on its suspension as set out in Article 8(6) above. In case of partial suspension, the Member concerned shall not be entitled to attend the deliberations nor vote on the subjects related to its suspension.
3. The contractual arrangements undertaken by AGICOA before the suspension or the termination of membership remain in force and their effects are binding upon the suspended or departing Member until the contractual expiry of such contractual arrangements, unless otherwise agreed with AGICOA.
4. The status of Declarant is not affected by the suspension or termination of membership.
5. Termination of membership does not exempt a departing Member from fulfilling its obligations towards AGICOA incurred before the termination of its membership, unless otherwise agreed with AGICOA.

## **Article 10**

### ***Corporate Bodies***

AGICOA's corporate bodies are the following:

- The General Assembly
- The Administrative Board and its President

- The Managing Director
- The Auditor

## **Article 11**

### ***The General Assembly – Composition and Responsibilities***

1. The General Assembly is composed of all Members.
2. The General Assembly shall exclusively decide on the following issues:
  - 2.1. The approval of the By-Laws and the General Regulations and any amendments thereof;
  - 2.2. The approval of the general policy on distribution and any amendments thereof;
  - 2.3. The approval of the general policy on the use of non-distributable amounts and any amendments thereof;
  - 2.4. The approval of the general investment policy and any amendments thereof;
  - 2.5. The approval of the general policy on deductions and any amendments thereof;
  - 2.6. The approval of the use of non-distributable amounts;
  - 2.7. The appointment or dismissal of the Administrative Board members, review of their general performance and approval of their remuneration and other benefits.
  - 2.8. The approval of the expense policy regulating the reimbursement of expenses of the Administrative Board members.
  - 2.9. Discharge the Administrative Board members and the Managing Director;
  - 2.10. The appointment and dismissal of the Auditor according to Article 28(1) below;
  - 2.11. The approval of the annual accounts (including the income statement and the balance sheet) and the annual transparency report upon the recommendation of the Administrative Board;
  - 2.12. The approval of the annual budget and Management Fees upon the recommendation of the Administrative Board;
  - 2.13. The approval of the membership requirements;

- 2.14. The ratification of the decision of the Administrative Board on the termination of membership according to Article 8(3) above;
- 2.15. The suspension or exclusion of a Member pursuant to Article 8(4) above;
- 2.16. The location of the headquarters and its transfer;
- 2.17. Any matters related to the dissolution and liquidation of AGICOA, including the appointment of the liquidators of AGICOA, the mandatory provisions of Swiss law being reserved;
- 2.18. Any other issues that are attributed to the General Assembly by the present By-Laws or by Swiss law.

## **Article 12**

### ***The General Assembly – Meetings***

1. The General Assembly is convened and chaired by the President of the Administrative Board (hereinafter referred to as the “President”).
2. In case of incapacity of the President, the General Assembly is convened and chaired by the longest serving Vice-President of the Administrative Board (hereinafter referred to as the “Vice-President(s)”).
3. Ordinary General Assembly meetings will be held twice a year, the first meeting within six months after the end of the previous financial year.
4. An Extraordinary General Assembly is convened whenever requested by e-mail or registered mail sent to the Managing Director by one fifth of the Members. It may also be convened whenever requested by e-mail or registered mail sent to the Managing Director by a minimum of two Members representing on a combined basis at least one third (1/3) of the voting rights within AGICOA.

5. Ordinary or Extraordinary General Assembly meetings can be held at such place or no place, by means of remote communications, as may be fixed by the Administrative Board in the invitation to the meeting, including the possibility to participate to a physical meeting by means of remote communications. In case of remote participation, the General Assembly meeting shall be conducted in a way that the Members participating to the meeting may simultaneously hear and see each other during the meeting and that all votes of the Members can be transmitted simultaneously via electronic transmission. Remote participation in the meeting shall only apply as valid, if the Member can be clearly identified.

### **Article 13**

#### ***Convening the General Assembly***

1. An Ordinary or Extraordinary General Assembly (hereinafter commonly referred to as the “General Assembly”) is convened at least three weeks before the date of the meeting of the General Assembly in writing by an e-mail to each Member and publishing a notification on AGICOA’s website.
2. In urgent cases, the time-limit for the convening of the General Assembly may be reduced to two weeks by the President or, if she/he is not able to do so, by the longest serving Vice-President.
3. The items on the agenda, as well as proposals for the amendment of the By-Laws or the General Regulations, will be provided to Members three weeks before a General Assembly and other supporting documents two weeks before a General Assembly. In the urgent cases referred to in Article 13(2) above the items on the agenda and all documents will be provided to Members seven business days before a General Assembly.
4. Members must notify the Managing Director in writing of the names of their delegates or proxies who will attend the General Assembly. Such notification should be received by AGICOA at least one week before the meeting.
5. No decision may be made outside of the agenda, except regarding the motion to convene an Extraordinary General Assembly. The General Assembly must vote on each one of the items on the agenda requiring a vote.



**Article 14**

***The General Assembly – Voting Rights***

1. All Members shall be allowed to participate in and vote at the General Assembly, except those Members fully or partially suspended as provided in Article 9(2) above.
2. The votes are attributed to Members according to the royalties paid to them and/or, where applicable, to the royalties paid to Declarants that are not Members and that designated them, by AGICOA or its Partner Organizations, net of the AGICOA Management Fees applied during the three calendar years preceding the year of the calculation of votes. For the purposes of the present By-Laws, the AGICOA “Partner Organizations” means the collective management organizations that concluded cooperation agreements with AGICOA and that apply AGICOA’s Management Fees.
3. For purposes of calculating voting rights, one euro equals one vote. Members without any royalty collection have one vote.
4. Only the royalties arising from the exercise of the General Mandate are taken into consideration for the calculation of the voting rights, including interests and final distributions.

The royalties retained by AGICOA due to a conflict arising from a double declaration (or more) in respect of the same work are not taken into consideration for the calculation of the voting rights.

5. Royalties paid to Declarants that are not Members are attributed for the calculation of the voting rights to the Member designated by any such Declarant. In the absence of such designation, the royalties paid to such Declarant will not be taken into account for the calculation of the voting rights.
6. The calculation of the voting rights for the General Assembly is done once a year in October by the Managing Director.
7. The results of the calculation of the voting rights shall be communicated to Members together with the invitation to the General Assembly.

**Article 15**

***The General Assembly – Means of Participation and Voting by Proxy***

1. Any AGICOA’s Member participating to a General Assembly meeting by means of remote communications pursuant to article 12(5) above will be deemed present at such General Assembly meeting for the computation of the quorum and majority.

2. In order to facilitate the exercise of voting rights of Members who cannot attend the General Assembly, every Member shall be allowed to participate in, and vote at, the General Assembly through a proxy.
3. Each Member shall receive, together with the invitation to the meeting, the invitation to appoint another Member as a proxy holder in the event it is not able to attend the General Assembly.
4. Each proxy shall be valid for a single General Assembly. The proxy holder shall enjoy the same rights at the General Assembly as those to which the appointing Member would be entitled. The proxy holder shall cast votes in accordance with the instructions issued by the appointing Member.

#### **Article 16**

##### ***The General Assembly – Quorum and Decisions***

1. The quorum is set at sixty percent (60%) of the total number of votes.
2. The General Assembly takes resolutions and proceeds with all elections at the majority of three quarters (75%) of the votes of the Members present or represented.
3. Special provisions on the quorum and the majority of the votes shall apply to the voting on the three open seats of the Administrative Board as set out in paragraphs 2 to 4 of Article 19(7) below.
4. The decisions of the General Assembly are binding on all Members and Declarants.

#### **Article 17**

##### ***The General Assembly – Minutes***

1. Minutes will be taken to record the resolutions that were adopted and elections that were held at any General Assembly. The minutes are signed by the President and by the Rapporteur of the meeting.

The Managing Director will send the minutes to all Members as soon as reasonably possible.

2. Members will ensure that the Declarants that designated them and/or Rightsholders they represent have the opportunity to familiarize themselves with the minutes without delay.

3. Unless otherwise stated by any Member present or represented, the minutes are considered approved within sixty days after their notification to Members. Any objections will be submitted for review to the next General Assembly.

## **Article 18**

### ***The Administrative Board – Composition***

1. The Administrative Board is composed of eleven members with voting rights and also the President.
2. The term of the mandate of the Administrative Board is three years with the possibility for its members to be re-designated or re-elected after that term.
3. The Administrative Board members must be Members as defined in Article 6 above, except for the President.

Members who are legal entities shall appoint principal and substitute delegates to exercise the office. Such delegates must be natural persons having competences and experience in the audiovisual industry, rights management or other related areas. The replacement of principal and substitute delegates by the Administrative Board members is possible at all times during the term of the Administrative Board mandate.

Members who are natural persons designated or elected for the Administrative Board position shall serve personally as Administrative Board members.

4. The Administrative Board members shall act in the sole interest of AGICOA within the scope of their Administrative Board mandate.
5. The Administrative Board members and their delegates must fully comply with AGICOA's Governing Rules in force, including but not limited to the AGICOA Code of Conduct, in order to be eligible for designation and election by the General Assembly and maintain their seat.
6. There cannot be more than two for-profit Members represented at the Administrative Board.
7. A Member suspended according to Article 8(4) or (5) above can be appointed by the General Assembly as an Administrative Board member, subject to immediate suspension according to paragraph 4 of Article 21(1) of the present By-Laws.

### ***The Administrative Board seats and the observer***

8. The Administrative Board seats are distributed as follows:

- 8.1. Eight seats shall be occupied by the Administrative Board members that represent Members designated as “top collection countries” (three seats) and “top royalty recipients” (five seats) according to Article 18(10) to (11) and that are affirmed by the General Assembly as set out in Article 19(2) below (hereinafter commonly referred to as “the designated seats”).
- 8.2. Three seats shall be occupied by the Administrative Board members that are elected by the General Assembly as set out in Articles 18(12) and (13) and Article 19(7) below (hereinafter commonly referred to as “the open seats”).

The designated and open seats are hereinafter commonly referred to as “the ordinary seats” or “the ordinary Administrative Board members”.

9. One observer seat is reserved for Founding Members according to paragraph 1 of Article 18(14) below.

***Top collection countries***

10. The three top collection countries are determined based exclusively on all royalties collected in connection with the exercise of the General Mandates by AGICOA and/or its Partner Organization(s), directly or through intermediaries, in a given country during the last three years prior to the year of designation as one of the three top collection countries, provided that (i) such royalties were collected from users located in that country, and (ii) the AGICOA Management Fees were applied to such royalties.

AGICOA shall base its calculation of the collected royalties on figures that have been audited either for AGICOA or for its Partner Organization(s).

Should AGICOA and/or its Partner Organization(s), located in a given country, collect royalties from users covering more than one country, the royalties are split amongst those countries according to their origin.

Only a Member with its headquarters or domicile in a given collection country is eligible to designate a delegate for a “top collection country” seat that is: (i) collecting and distributing royalties in that country in partnership with AGICOA, (ii) contributes to the AGICOA Management Fees and (iii) represents a substantial part of the national Declarants and/or Rightsholders and a substantial part of Declarants and/or Rightsholders claiming in that country.

***Top royalty recipients***

11. The top royalty recipients are determined based on the calculation of the voting rights as set out in Article 14(2) to (6) above.

***Open Seats***

12. Proposals for candidates for the three open seats can be made by any Member, with the prior knowledge and approval of the candidate.
13. If no proposals or insufficient proposals are made for the three open seats, the President shall make a new call for nomination(s) at the General Assembly meeting when the Administrative Board is composed. In case no proposal or insufficient proposals are made the open seat(s) remain empty.

***Observer seat***

14. The observer seat is reserved for Founding Members who shall agree which of them will appoint the principal and substitute delegates.

By a decision adopted by ninety percent (90%) of votes of the Administrative Board members present or represented, the Administrative Board may invite a Member that is not represented on the Administrative Board to participate in the Administrative Board meetings as an observer without voting rights.

***Common provisions***

15. Members that were determined as the three top collection countries and five top royalty recipients shall be entitled to serve as the Administrative Board members occupying the respective seats subject to affirmation by the General Assembly as set out in Article 19(2) below.
16. Even though the collections may vary during the period of the Administrative Board mandate, the designation as one of the top collection countries or the top royalty recipients remains valid for three years, save for the early termination of the term of an Administrative Board member applicable to the top collection countries seats pursuant to Article 21(3) below.
17. Should an entitled Member not wish to accept the Administrative Board position, the next Member on the ranking list of top collection countries or royalty recipients shall move up one rank and shall be entitled to occupy the respective seat subject to affirmation by the General Assembly as set out in Article 19(2) below.
18. Should a Member representing one of the three top collection countries seats also rank amongst the five top royalty recipients, it loses its right to one of the top five royalty recipient seats. Consequently, the next Member on the ranking list of the top five royalty recipients shall move up one rank and be entitled to such seat subject to affirmation by the General Assembly as set out in Article 19(2) below.

19. Those Members that do not wish to accept the Administrative Board seat for the three top collection countries are not eligible for the five top royalty recipient seats. Consequently, the next Member on the ranking list of five top royalty recipients shall move up one rank and shall be entitled to the respective seat subject to affirmation by the General Assembly as set out in Article 19(2) below.

## **Article 19**

### ***The Administrative Board – Appointment Procedure***

1. The Administrative Board members shall be appointed at the General Assembly meeting in the following order:
  - Three “top collection country” seats
  - Five “top royalty recipient” seats
  - Three open seats
  - One observer seat
2. The General Assembly decides on the appointment of the Administrative Board by affirming the proper designation of the Administrative Board members for the designated seats and by electing the Administrative Board members for the open seats.
3. Six weeks prior to the date on which a new Administrative Board will be composed, the Managing Director shall circulate amongst all Members the list of those Members that are entitled to the designated seats. The communication shall include the amounts of royalties collected by and paid to such Members respectively. Members shall treat such amounts with utmost confidentiality.
4. Members representing the three top collection countries and the five top royalty recipient countries shall inform the Managing Director at least four weeks prior to the date when the new Administrative Board will be composed of their appointed delegates or their decision not to accept the Administrative Board position.

Should more than one Member from the same country be eligible for one of the three top collection country seats, these Members shall seek to agree which of them will appoint a delegate. The Members shall communicate their decision to the Managing Director at least four weeks before the date on which a new Administrative Board will be composed. Should they fail to agree by the end of that deadline, the one amongst them that received the highest amount of royalties shall be entitled to make the appointment of a delegate.

5. Four weeks prior to the date on which a new Administrative Board will be composed, the Managing Director shall send an invitation to Members that are not eligible for or have not accepted one of the designated seats to propose candidates for the three open seats. Fully suspended Members shall not be entitled to propose candidates for the three open seats.
6. Members shall inform the Managing Director of their proposed candidates for the open seats at least three weeks prior to the date when the new Administrative Board will be composed. Should amendments to the proposals be required, they shall be communicated to the Managing Director at least two weeks in advance.
7. The voting on the three open seats will be done by voting cards in a process securing the confidentiality of casting the ballot. The voting cards shall contain the number of voting rights and the proposal to be voted on. There shall be one voting card per Member.

The quorum for the election is set at fifty percent (50%) of the votes of Members entitled to vote for the three open seats.

Members of AGICOA that appointed the delegates for the designated seats are not entitled to vote for the three open seats and are accordingly excluded from the quorum and the voting.

The three candidates who obtain the simple majority of the votes shall occupy the three open seats.

## **Article 20**

### ***The Administrative Board – The President, The Vice Presidents and The Treasurer***

1. After the appointment of the Administrative Board according to Article 19 above, the Administrative Board elects the President, the two Vice-Presidents and the Treasurer. The two Vice-Presidents are elected among the principal delegates of the ordinary Administrative Board members. The President and the Treasurer can be elected either from among the principal delegates of the ordinary Administrative Board members or be an external expert having competences and experience in the audiovisual industry, rights management or other areas relevant to the position. The Administrative Board shall duly notify the General Assembly of the

elected President, two Vice-Presidents and Treasurer who will act respectively as the President, Vice-Presidents and Treasurer of AGICOA.

2. The role of the President shall be the institutional representative of AGICOA within the scope of the decisions of the General Assembly and the Administrative Board and to provide effective guidance at the General Assembly and the Administrative Board meetings in the best interest of AGICOA, including (but not limited to) defining the agenda, conducting the discussions, facilitating negotiations to generate consensus, and raising strategic discussions.
3. The President shall not hold voting or veto powers. In the event the President is elected from among the principal delegates of the ordinary Administrative Board members, the new principal delegate appointed according to paragraph 2 of Article 24(5) below shall exercise the office.
4. If the President resigns from her/his role or if she/he is unable to hold office on a permanent basis for any reason, the Administrative Board must elect a new President.
5. If the President is unable to attend a meeting, she/he shall be replaced by one of the Vice-Presidents who will maintain her/his voting rights.

## Article 21

### ***Early Termination of the Term of an Administrative Board Member and/or its Delegates***

1. The General Assembly can dismiss an Administrative Board member and/or its delegates in the event of a potential or existing conflict between the Administrative Board member and/or its delegates' responsibilities in such capacity and their personal, business and other interest, or in case an Administrative Board member and/or its delegates fail to respect the provisions of the present By-Laws and/or other Governing Rules, refuse to carry out a decision of the Administrative Board or the General Assembly, significantly obstruct activities and interests of AGICOA, or commit any deed aimed against AGICOA and/or which is of a nature to harm its interests or the ones of its Declarants and/or Members.

In case of any of the above, the Administrative Board may in its sole discretion decide by a simple majority of votes that the concerned Administrative Board member and/or its delegates shall be suspended from participation and/or voting in all or specific deliberations of the Administrative Board until the situation that caused such suspension is resolved.

The Administrative Board member and its delegates shall be invited to present their arguments but will not participate in the vote.

In the event an Administrative Board member is a Member that was suspended according to



Article 8(4) or (5) of the present By-Laws, the Administrative Board shall immediately suspend such member and its delegates from participation and/or voting in all or specific deliberations of the Administrative Board until the situation that caused the suspension of the Member is resolved.

2. Should a Member cease to be a Member according to Article 8(1) to (4) above, it loses its seat on the Administrative Board with immediate effect.
3. Should a Member representing one of the three top collection countries stop collecting and distributing royalties in partnership with AGICOA and contributing to the AGICOA Management Fees, while remaining a Member, it loses its seat on the Administrative Board with immediate effect.
4. Should a delegate pass away or otherwise be no longer able to exercise the office on the Administrative Board, the Administrative Board member represented by that delegate shall designate either the substitute or a new delegate for the remaining term of the Administrative Board.
5. The seats that become vacant pursuant to Article 21(1) paragraph 1, (2) and (3), shall remain vacant during the remaining term of the Administrative Board.

## **Article 22**

### ***The Administrative Board – Committees and Working Groups***

1. The Administrative Board may delegate its responsibilities to committees that may be composed of Administrative Board members, the President, the Treasurer, the Managing Director and/or, if required, external experts.
2. The Administrative Board shall make the final decision based on the recommendation of the committees. The functioning of these committees is governed by AGICOA's General Regulations.
3. In exceptional cases, the Administrative Board may designate from among its members other working groups that may also be composed of AGICOA managers and, if required, external experts.

**Article 23**

***The Administrative Board – Responsibilities***

1. The Administrative Board:
  - 1.1. Acts in a supervisory capacity and approves the strategic direction of AGICOA presented by the Managing Director;
  - 1.2. Appoints and dismisses the Managing Director and defines the responsibilities of the role.
  - 1.3. Monitors the activities and the performance of the Managing Director's duties, including the implementation of the decisions of the General Assembly and, in particular, of the general policies listed in Article 11(2)(2.2) to (2.5) of the present By-Laws.
  - 1.4. Submits its recommendations to the General Assembly on any subjects which are attributed to the General Assembly, in particular on the annual accounts and the annual budget;
  - 1.5. Submits to the General Assembly for approval the annual accounts (including the income statement and the balance sheet), including the recommendations on their structure and transparency, the annual budget, the Management Fees and the annual transparency report;
  - 1.6. Approves the Governing Rules and any amendments thereof, save for the By-Laws, the General Regulations and the general policies that are subject to approval by the General Assembly;
  - 1.7. Submits to the General Assembly for approval the By-Laws, the General Regulations, the general policies listed in Article 11(2)(2.2) to (2.5) of the present By-Laws and any amendments thereto, at its own initiative or on the proposal of the Managing Director;
  - 1.8. Charges the Managing Director with drafting the Governing Rules and the amendments thereto;
  - 1.9. Oversees the correct application of the provision of the By-Laws, of the General Regulations and other Governing Rules;
  - 1.10. Elects the President, the two Vice-Presidents and the Treasurer according to Article 20(1) above.
  - 1.11. Suspends the Administrative Board members and/or delegates according to paragraphs 2 and 4 of Article 21(1) above.
  - 1.12. Decides on the membership applications under Article 7(2) above, and keeps under

- review Members' continuous compliance with the membership requirements;
- 1.13. Submits to the General Assembly its decision for the termination of membership for ratification according to Article 8(3), and its recommendations for the suspension or exclusion of Members according to Article 8(4) above;
  - 1.14. Approves the agreements to be concluded with users authorising the exploitation of the rights managed by AGICOA, as well as any agreements directly related to AGICOA's purpose;
  - 1.15. Decides on the conditions of distribution of the collected royalties among Declarants;
  - 1.16. Approves the risk management policy and any amendments thereof;
  - 1.17. Approves any acquisition, sale or mortgage of immovable property;
  - 1.18. Decides on the creation of, or on the participation in, other Organizations;
  - 1.19. Approves mergers and alliances, the setting-up of subsidiaries, and the acquisition of other entities or shares or rights in other entities;
  - 1.20. Approves taking out loans, granting loans or providing security for loans;
  - 1.21. Decides on other subjects which are attributed to the Administrative Board by the present By-Laws or other Governing Rules;
  - 1.22. Decides on any other subjects that are not explicitly attributed to the General Assembly by the present By-Laws.
2. The Administrative Board shall report on the exercise of its responsibilities to the General Assembly at least once a year.

## **Article 24**

### ***The Administrative Board – Meetings***

1. The Administrative Board meets at least four times per year upon the request of the President, one of the Vice-Presidents or the Managing Director. Should the circumstances require, extraordinary meetings can be scheduled.
2. The preliminary yearly schedule for the meetings is established and communicated to the members of the Administrative Board by the Managing Director in July. The Managing Director sends the invitations to the meetings by e-mail at least one week prior to the respective meeting. The invitation includes the list of items on the agenda and, where applicable, related documents.

3. Meetings can be conducted by phone or by other conference facility in a way that all Administrative Board members participating may simultaneously hear each other during the meeting. Actions taken by the Administrative Board at such meetings, including the votes of each Administrative Board member, shall be recorded in the usual manner in the minutes of the meetings.
4. Any decision of the Administrative Board may be taken in writing or by electronic transmission without a meeting, if all members of the Administrative Board consent to such process in writing or by electronic transmission. Decisions made in writing or by electronic transmission are subject to the provisions of Article 25 below. The writing(s) or electronic transmission(s) shall be filed with the minutes of proceedings of the Administrative Board and maintained in the official files.
5. Each of the Administrative Board members occupying the ordinary seats is entitled to designate for the whole term of its mandate one person as a substitute to represent its principal delegate in the event she/he cannot attend a meeting of the Administrative Board or to replace its principal delegate if she/he cannot exercise the office as set out in Article 21(4) above.

The Administrative Board member whose principal delegate was elected as President shall appoint new principal and substitute delegates.

The substitutes shall have the same rights and obligations as the principal delegates.

If the substitute cannot attend, the Administrative Board member whose principal delegate is unable to attend a meeting of the Administrative Board may give a proxy to one of the Administrative Board members who are present to represent it.

6. The Administrative Board is entitled to invite external experts to attend the meetings in exceptional cases.

## **Article 25**

### ***The Administrative Board – Decisions***

1. The ordinary Administrative Board members have one vote each. The President, the observer, and the Treasurer when external, have no voting rights.
2. The quorum for the broaching of subjects is set at seven ordinary Administrative Board members present or represented at the Administrative Board meeting.

3. The Administrative Board takes its decisions by a majority of 66.66% of ordinary Administrative Board members present or represented, provided that at least two members of the Administrative Board representing on a combined basis at least one third (1/3) of the most recent voting rights allocation for the General Assembly according to Article 14(6) above do not oppose the majority. Special provisions on the suspension of the Administrative Board members or delegates shall apply as set out in paragraph 2 of Article 21(1) above.
4. For the calculation of how many votes of the present or represented Administrative Board members are necessary to reach the two third (2/3) majority, all figures behind the decimal point are rounded up to the next whole number.

#### **Article 26**

##### ***The Managing Director – Responsibilities***

1. The Managing Director shall carry out the day to day operational management, shall lead and coordinate the work of AGICOA and shall be responsible for the execution of the Governing Rules, budget, strategy and decisions adopted by the General Assembly and/or the Administrative Board.
2. The Managing Director shall act and manage the business of AGICOA in a sound, prudent and appropriate manner, using sound administrative and accounting procedures and internal control mechanisms.

#### **Article 27**

##### ***Annual Individual Statement on Conflict of Interest***

The Managing Director, the Administrative Board members and their delegates, the President and the Treasurer, the observer and its delegates shall make an annual individual statement on conflicts of interest to the General Assembly.

The form of such statement shall be approved by the Administrative Board and shall contain *inter alia* a declaration concerning any actual or potential conflict between any personal interests and those of AGICOA or between any obligations owed to AGICOA and any duty owed to any other natural or legal person.

**Article 28**

***The Auditor – Responsibilities***

1. The income statement and the balance sheet are submitted for verification to an Auditor who is elected every year by the General Assembly.
2. The Auditor cannot serve on the Administrative Board or be an employee of AGICOA.
3. The Auditor verifies whether the income statement and the balance sheet comply with accounting records and with the statutes, the regulations and the customs as well as with the principles of the fiduciary's responsibility. They will also assure the good keeping and the compliance of accounting records with the legal statutes in force.
4. To this purpose, the Managing Director will provide the Auditor with accounting records as well as all justifying documents.
5. The Auditor will submit to the General Assembly a written report on their findings.

**Article 29**

***Resources, Management Fees and other Deductions***

1. AGICOA's resources are the following:
  - 1.1. The annual budget approved every year by the General Assembly that is financed from funds held by AGICOA and/or its Partner Organizations on behalf of its Members and/or Declarants.
  - 1.2. The donations, bequests, miscellaneous income and proceeds as well as the interest accrued on AGICOA's own assets.
2. AGICOA shall have the right to charge, deduct or offset management fees from collected royalties and from any income arising from the investment of such royalties in order to cover the justified and documented costs accruing for the management of rights by AGICOA (herein referred to as "Management Fees") and make other deductions in accordance with the general policy on deductions.

**Article 30**

***Annual Transparency Report***

1. AGICOA shall draw up and publish on its website an annual transparency report as required by applicable law for each financial year no later than eight months following the end of that financial year. The transparency report shall remain available to the public on that website for at least five years.
2. The accounting information included in the annual transparency report shall be audited by the Auditor in accordance with Article 28(3) above.
3. The audit opinion, including any qualifications thereto, shall be reproduced in full in the annual transparency report.

**Article 31**

***Complaints Procedures***

1. Members or membership applicants, Declarants, and other entities on whose behalf AGICOA manages rights can complain to the Managing Director on any matter, such as, without limitation, authorization to manage rights and termination or withdrawal of rights, membership requirements, the collection of royalties, deductions and distributions.
2. Complaints must be submitted in writing. The Managing Director will make a decision on all complaints, with the exception of complaints regarding the refusal, termination or suspension of membership, which complaints shall be submitted by the Administrative Board to the General Assembly that will make a decision on them.
3. Replies to the complaints shall be in writing. If a complaint is rejected, the reasons shall be explained in the rejection letter.
4. In the event that the party concerned does not agree with the rejection, it may file another complaint to such rejection. Such complaint must be in writing and substantiated. The complaints following their rejection shall be considered and decided upon by the Administrative Board whose decision shall be final.
5. Complaint procedures shall be conducted by AGICOA in an effective and timely manner.

**Article 32**

***Official Language, Financial Year***

1. AGICOA's official language is English. These By-Laws shall be translated into French for the sole purpose of their registration with the Geneva Trade Register. In case of inconsistencies between the French language version and the English language version, the latter shall prevail.
2. The financial year of AGICOA is the calendar year ending on the 31<sup>st</sup> of December.

**Article 33**

***Dissolution***

The General Assembly may at any time decide to dissolve AGICOA.

**Article 34**

***Liquidation***

In case of dissolution, the liquidation will be accomplished by the liquidators appointed by the General Assembly, unless the law provides for a specific procedure of liquidation.

**Article 35**

***Distribution of the Assets***

After payment of the debts, including the debts towards Members and/or Declarants, the remaining assets will be used, upon decision by the General Assembly, for a purpose which is similar or related to the one pursued by AGICOA. In no event these assets may be distributed among Members.

These By-Laws were adopted by the General Assembly and came into effect at the time of their adoption on August 4, 2020.



## DISTRIBUTION RULES

*Defined terms have the meaning set out in the AGICOA By-Laws and General Policies, unless otherwise stated herein.*

### I. GENERAL CONDITIONS

#### Article 1

##### *Scope of Application*

1. The present Distribution Rules regulate the collection, the distribution and the payment of royalties collected by AGICOA directly from the user or through its Partner Organization or another collective management organization, based on the General Mandates conferred by its Declarants. Any services that are incidental or conducive to the purpose of AGICOA and rendered outside of the General Mandates are not subject to the present Distribution Rules. The application of the present Distribution Rules to royalties collected pursuant to the Voluntary Mandates is subject to the express approval of the Administrative Board.
2. Subject to specific legally-binding national rules, the Partner Organization's distribution rules and related general policies shall comply with the present Distribution Rules, the AGICOA General Policy on Distribution, the AGICOA General Policy on Deductions from Royalties and From any Income Arising from the Investment of Royalties (hereinafter "the AGICOA General Policy on Deductions"), the AGICOA General Policy on the Use of Non-Distributable Amounts and the AGICOA General Investment Policy.

Moreover, deviations of the Partner Organization's distribution rules and related general policies from the present Distribution Rules and the AGICOA General Policies as set forth above shall be reported in Enclosure 1 as updated from time to time by AGICOA. The Partner Organizations shall give prompt notice to AGICOA of any changes of their local distribution rules and related general policies.

3. Derogations or exceptions in the implementation of the present Distribution Rules are only possible if they comply with the following requirements:
  - a. They shall not derogate from the principles set forth in the AGICOA General Policy on Distribution;
  - b. They shall have an exceptional nature with regards to time and geographical scope;
  - c. The derogations or exceptions shall be motivated and documented. The records of derogations and exceptions shall be kept for ten years;
  - d. The derogations or exceptions shall be submitted by the management to the Administrative Board for approval together with the annual internal distribution plan, save for those derogations or exceptions that were unforeseeable at the moment of the establishment of AGICOA's annual internal distribution plan. Those unforeseeable derogations or exceptions nevertheless require prior approval of the Administrative



Board at one of the regular Administrative Board meetings, unless the management is exceptionally forced by urgency to take a decision without prior approval of the Administrative Board in order to prevent substantial harm to AGICOA or its Declarants;

- e. In case of a distribution that AGICOA runs on behalf of a Partner Organization, the derogations or exceptions shall be approved by the Partner Organization.

## Article 2

### *Distributable Funds*

1. The royalties available for distribution for a given country are the royalties collected by AGICOA and/or its relevant Partner Organization and/or another collective management organization for a given broadcasting year, to which positive or negative interests have been added or deducted up to the first distribution.
2. AGICOA is authorized, in accordance with the AGICOA General Policy on Deductions and unless otherwise expressly provided by the present Distribution Rules, to charge, deduct or offset from royalties available for distribution and from any income arising from the investment of such royalties:
  - a. Management Fees;
  - b. Other Deductions wherever applicable as per the AGICOA General Policy on Deductions such as but not limited to:
    - i. compulsory taxes and contributions;
    - ii. cultural and social funds only when required by applicable law;
    - iii. class payments (Article 9(5) below);
    - iv. provisions for distribution errors or omissions;
    - v. any interest on royalties other than accrued between collection and first distribution;
    - vi. other unforeseen costs.

Unless otherwise defined by law, the order of the above deductions is the one as set out here above.

3. The net amount remaining after the above deductions shall be the distributable funds for each type of distribution as set out in Article 8 below.

### Article 3

#### *Provisions on Distributable Funds*

1. Distributable funds allocated to a broadcast work may be blocked to cover specific issues such as, without limitation, conflicts, non-identified broadcasts or broadcasts without valid works and rights declarations.

In the event of a conflict, i.e. a double declaration (or more) in respect of the same work, prior to distribution, a provision is made on the distributable funds allocated to such work until the resolution of such conflict by the parties directly or through a conflict resolution procedure according to the AGICOA Conflict Rules.

2. The types of provisions shall be approved by the Administrative Board.

Provisions shall be dissolved when the reason for their establishment is no longer valid or in accordance with Article 9(13) below. The dissolution or the maintaining of provisions shall be documented in AGICOA's annual internal distribution plan.

### Article 4

#### *Deadlines for Distributions*

1. AGICOA shall run respective distributions and payments within the deadlines specified in the present Distribution Rules, unless objective reasons prevent AGICOA from meeting those deadlines, such as, without limitation, delays in collections to complete broadcast year distribution, absence of adequate reporting by users, Partner Organizations and/or other collective management organizations for distribution purposes.
2. AGICOA may postpone a distribution in cases where AGICOA believes further analysis of Declarants' rights or registration and declaration is needed. Should further analysis be required at the time of the respective distribution, a provision will be made in accordance with Article 3 above.

### Article 5

#### *Non-distributable Amounts*

Where royalties collected by AGICOA could not be distributed to its Declarants at the time of a final distribution, despite AGICOA's readiness to do so, because such Declarants can no longer be identified or located, such royalties shall be deemed non-distributable and shall be used in accordance with the AGICOA General Policy on the Use of Non-Distributable Amounts.



## Article 6

### *Information*

1. The distributable funds planned for the next year on a country by country basis, and the preliminary distribution schedule shall be included into the annual internal distribution plan that shall be submitted by the management to the Administrative Board and to the General Assembly for approval.
2. Each Declarant will have a password protected access, through the AGICOA web declaration portal, to the information on the distributions related to such Declarant, or where information is related to all Declarants through the AGICOA public website, including:
  - a. the annual distribution plan containing a non-binding schedule of the future first and final distributions as updated from time to time;
  - b. information about past distributions;
  - c. any contact details which the Declarant has authorized AGICOA to use in order to identify and locate the Declarant;
  - d. the distributable funds attributed and ready to be paid to the Declarant;
  - e. the distributable funds paid by AGICOA to the Declarant per category of rights managed and per type of use;
  - f. the period during which the use took place for which distributable funds were attributed and paid to the Declarant, unless objective reasons relating to reporting by users, Partner Organizations and/or other collective management organizations prevent AGICOA from providing this information;
  - g. deduction made in respect of Management Fees;
  - h. deductions made for any purpose other than in respect of Management Fees;
  - i. any distributable funds attributed to the Declarant which are outstanding for any period.

## Article 7

### **AGICOA Repertoire and Verification of Entitlement**

1. AGICOA repertoire
  - 1.1 The AGICOA repertoire covers any audiovisual content subject to copyright protection ("Work") that has been independently produced and that is not otherwise excluded by the present Distribution Rules, relevant legislation, agreements or decisions of the Administrative Board.

As modified by the Administrative Board on December 11, 2017 and effective as of December 12, 2017.



The AGICOA repertoire does notably not include news programs (including sport news), live sport and other live events, teleshopping, weather forecasts, infomercials, commercials and trailers.

It does notably not include any Work owned by a broadcaster or content for which a broadcaster owns or controls the retransmission rights along with the right to receive remuneration for the retransmission of the Work; however, that Work will be included in the AGICOA repertoire when broadcast on a third party TV channel other than the TV broadcaster's own, provided the third party TV channel does not own or control the retransmission right along with the right to receive remuneration for the Work.

Independently produced Work is described in more detail in the AGICOA General Policy on Independently Produced Works attached as Enclosure 2 to the present Distribution Rules as an integral part thereof.

- 1.2 Certain elements of the definition of the AGICOA repertoire may vary from country to country due to national legislation and/or the scope of the licensing agreements.

These national deviations from the above repertoire definition, subject to approval by the AGICOA Administrative Board, are listed in the country specific provisions in Enclosure 1 of the present Distribution Rules.

The repertoire definition of a Partner Organization including its application as to individual Works on its own distribution prevails over a potentially diverging opinion of AGICOA or other Partner Organizations.

## 2. Verification of Entitlement of Declarants

- 2.1 In accordance with Article 2 of Chapter II of the AGICOA Registration and Declaration Rules, AGICOA shall be entitled, at any time, to check whether (a) the Declarant or one of its predecessors in title are entitled to collect royalties from AGICOA for a Work declared with AGICOA, or (b) the Work(s) is/are "independently produced" in the sense of the AGICOA General Policy on Independently Produced Works. AGICOA shall proceed in accordance with and shall be authorized to take all measures provided by the AGICOA Registration and Declaration Rules.
- 2.2 In the event that a Declarant has received remuneration from AGICOA without being entitled to collect royalties from AGICOA for a Work declared with AGICOA or for such Work(s) not deemed to fall within the AGICOA repertoire, the Declarant shall return the corresponding funds to AGICOA.

## Article 8

### *Types of Distributions*

1. AGICOA shall run the following types of distributions:



- a. Ordinary distributions (as set out in Article 9);
  - b. Educational recording distributions (as set out in Article 10);
  - c. Simplified distributions (as set out in Article 11);
  - d. ECS distributions (as set out in Article 12);
  - e. General reserve distributions (as set out in Article 13);
  - f. Other distributions (as set out in Article 14).
2. The provisions of the present General Conditions section apply to all types of distributions.
  3. The AGICOA Conflict Rules shall apply to distributions foreseen in this Article 8(1)(a) to (c).

## II. TYPES OF DISTRIBUTIONS

### Article 9

#### *Ordinary Distributions*

#### 1. General

- 1.1 Ordinary distributions are done in two phases: the first distribution and the final distribution.
- 1.2 The distributable funds as defined Article 2(3) above are subject to the first distribution.
- 1.3 The provisions (Article 3 above) made and remaining after the first distribution are subject to the final distribution in accordance with Article 9(13) below.

#### 2. Threshold

- 2.1 As a general rule, AGICOA shall proceed to an ordinary distribution only if the royalties available for distribution (Article 2(1) above) for a given country and broadcasting year exceed the threshold approved by the Administrative Board. Such threshold shall be communicated to Declarants via the AGICOA Web declaration portal.
- 2.2 The threshold shall establish a reasonable balance between the costs for the monitoring of the use and other distribution costs on the one hand and the royalties available for distribution on the other hand.
- 2.3 The threshold may be adjusted from time to time based on the average cost of an ordinary distribution and such adjustment shall be published on AGICOA Web declaration portal.

As modified by the Administrative Board on December 11, 2017 and effective as of December 12, 2017.



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- 2.4 In exceptional cases, AGICOA can run an ordinary distribution even though the above threshold is not reached.
- 2.5 The above exceptions shall be documented in AGICOA's annual internal distribution plan, which may be updated accordingly from time to time.

### 3. Distribution per Country and per Broadcasting Year

- 3.1 As a general rule, AGICOA and/or its Partner Organization collect(s) royalties and distribute(s) funds on a country basis.
- 3.2 If, within a given country, AGICOA and/or its respective Partner Organization collect(s) royalties under several licensing agreements, AGICOA is entitled to either regroup those funds into a single distribution or to handle them separately.

The above applies also to royalties stemming from technologically different TV distribution platforms.

### 4. Timetable

- 4.1 AGICOA shall run the first distribution as soon as possible after the completion of the collection of the royalties for the respective country and broadcasting year. Unless objective reasons prevent AGICOA from doing so, AGICOA shall run the first distribution and payment within nine months following the end of the broadcasting year for which the royalties available for distribution were collected.
- 4.2 As a general rule, the final distribution shall be run three years after the end of the broadcasting year in which the royalties available for distribution were collected, unless otherwise required by national laws or specified in the present Distribution Rules.
- 4.3 Between the first and final distributions AGICOA shall run intermediary payments for all Declarants, as and when practicable, and inform Declarants accordingly.

### 5. Class Payments

- 5.1 AGICOA is entitled to proceed to class payments, i.e. generic allocation of funds to Rightsholders for the use of their audiovisual works in those cases where the precise declaration of works and/or the monitoring of the broadcast works is either impossible or is generating disproportionate costs.
- 5.2 The class payment is made according to the terms contractually agreed upon between AGICOA and the respective Rightsholders or their representatives.
- 5.3 Unless stated otherwise in the agreement concluded between AGICOA and the respective Rightsholders, the class payment is calculated on the basis of the distributable funds as set-out in Article 2(3) remaining after the deduction made according to Article 2(2)(a) and (b)(i), (ii), (iv), (v) and (vi) above.

6. Deadline for the Declaration of Works and Rights

- 6.1 In order to be processed in the first distribution, works and rights have to be declared with AGICOA by December 31 of the broadcasting year for which the royalties were collected. For rights declarations made in WRI or S-WRI format this implies that the WRI or S-WRI has to be fully loadable by this deadline.
- 6.2 If works and rights are declared with AGICOA after the deadline specified in Article 9(6)(6.1) above, in order to be taken into account in subsequent distributions, including the final distribution, for the respective country and broadcasting year such declaration has to be made within a deadline of three years following December 31 of the broadcasting year for which the royalties were collected.
- 6.3 Exceptions to the above three-year deadline are due to deadlines specified in national binding laws and are mentioned in the country specific provisions of the present Distribution Rules (see Enclosure 1).
- 6.4 The declarations that are made after deadlines specified in Article 9(6)(6.1) to (6.3) above shall not be taken into account for respective distributions.

7. Works and Rights Declarations or Changes after the First Distribution

- 7.1 When works and rights are declared after the first distribution but within the deadline set out in Article 9(6)(6.2) or (6.3) above, the broadcasts are matched with these new declared works. The distributable funds related to those broadcasts are allocated to the respective Declarants according to Article 9(11) below following the same rules as for those Declarants who have declared their works prior to the first distribution. No additional Management Fees or penalty are applied. However, the allocation is capped by the amount of distributable funds in the given territory and period.
- 7.2 AGICOA shall make payments of the above royalties when AGICOA runs the next ordinary distribution of royalties for that given country. AGICOA shall not make individual payments between two scheduled distributions upon request of an individual Declarant.

*First Distribution*

8. Allocation of Distributable Funds to Broadcasts – Common Provisions

- 8.1 The distributable funds subject to the first distribution are allocated to those broadcasts that meet the following criteria:
  - a. Have been broadcast on a TV channel to be included in the distribution (see Articles 9(9)(9.1) to (9.4) below);
  - b. Fall under the AGICOA repertoire (see Article 7(1) above);



- c. Have a minimum duration of one minute (see Articles 9(9)(9.5) and (9.6) below).

8.2 The distributable funds allocated to a broadcast is determined based on the total duration of the broadcast and certain weighting criteria as defined in Articles 9(9)(9.5), (9.6) and (10) below.

9. Allocation of Distributable Funds to Broadcasts – Criteria

*TV channels included in the ordinary distribution*

- 9.1 A TV channel is, as a general rule, included in the distribution for a given country and broadcasting year if it satisfies the following cumulative criteria:
- a. It was licensed under the relevant agreement with AGICOA, a Partner Organization or another collective management organization;
  - b. It was retransmitted during the relevant broadcast year in the relevant territory;
  - c. It generated royalties for the Declarants represented by AGICOA; and
  - d. Its annual market share in the relevant territory and relevant broadcasting year was equal to or greater than 1%.
- 9.2 Depending on particularities in the given distribution country, AGICOA can deviate from the above rule based on objective and non-discriminatory criteria as follows:
- a. AGICOA can notably exclude TV channels for which broadcast encoding data or audience data are not available or not available for economically defensible costs.
  - b. AGICOA can notably add more TV channels to the distribution if the additional cost for the acquisition of broadcasting encoding and audience data and the internal processing costs are not disproportionate to the royalties collected for those additional TV channels.
  - c. AGICOA shall notably analyze whether it is disproportionate to include those TV channels for which the royalty allocation in a given year calculated on the basis of its market share and of the total collections in the given country exceeds EUR 100 K.
  - d. AGICOA can exclude TV channels that did not generate sufficient royalties in the given distribution country during the relevant broadcasting year.
- 9.3 The management shall motivate the above deviations from the 1% rule in writing and

submit them, together with AGICOA's annual internal distribution plan for the next year, to AGICOA's Administrative Board for prior approval.

- 9.4 AGICOA shall highlight recurrent deviations from the 1% rule in Enclosure 1 of the present Distribution Rules dealing with country specific features.

*Duration of Broadcast*

- 9.5 The duration of the broadcast is measured in minutes.
- 9.6 Broadcasts the duration of which is less than one minute are not taken into account for the allocation and distribution of funds.

**10. Allocation of Distributable Funds to Broadcasts – Weighting Factors**

- 10.1 AGICOA is entitled to use weighting factors to define the amount of distributable funds allocated to a broadcast, such as broadcast specific audience data, country specific audience profiles, annual market shares of the relevant TV channels or any other factors related to audience. This includes the application of prime-time coefficients.
- 10.2 If a Declarant has objective reasons to believe that the audience related weighting factors mentioned in Article 9(10)(10.1) above are not correct, AGICOA shall ask the external audience data provider to confirm the correctness of the data that AGICOA used for the calculation of the funds due to the Declarants. If, however the data used by AGICOA turns out to be incorrect, AGICOA shall communicate to the Declarant the corrected data and recalculate the amount due to the Declarant on the basis of the corrected data.
- 10.3 Independently from the above weighting factors, a general minimum weighting factor is applied to all broadcast works being part of AGICOA's repertoire in order to guarantee a minimum allocation of distributable funds to all relevant broadcasts.
- 10.4 The choice of weighting factors depends on data availability and cost compared to the amount to be distributed. For TV channels with an annual market share equal or below 2%, AGICOA shall use country specific audience profiles.
- 10.5 The relevant data for the weighting factors, if not publicly available or provided by AGICOA's Partner Organization, are provided to AGICOA by external and recognized audience measurement companies chosen by the management.
- 10.6 In the case where annual market shares are used as weighting factors, the market share is multiplied by a factor of three for those works broadcast at prime time in the given country. Unless otherwise specified for certain countries in Enclosure 1 of the present Distribution Rules, prime time is between 8 p.m. and 10 p.m.

**11. Matching**

- 11.1 The broadcasts as specified in Article 9(8)(8.1) are matched with the works in AGICOA's Works and Rights register.



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- 11.2 The distributable funds related to the broadcast matching the declared works are allocated to the respective Declarants.

## 12. Special Treatment for Particular Broadcasts

- 12.1 The distributable funds allocated to broadcast works, for which there is no rights declared in AGICOA's Works and Rights register at the moment of the first distribution, remain available for distribution until the final distribution. Subject to Article 9(6) above, if a rights declaration occurs between the first distribution and the final distribution, the amounts related to these broadcasts are allocated to the respective Declarant and released on the subsequent distribution.
- 12.2 In cases where a decision is made to consider as the AGICOA repertoire works that were timely declared in accordance with Article 9(6) above and that, at the time of the first distribution, had not been deemed AGICOA repertoire, AGICOA shall allocate distributable funds to those broadcasts using the following calculation: the duration multiplied by the average audience of the respective TV channel (giving the number of points) multiplied by the value of the point of the relevant distribution.
- 12.3 The allocation of funds to broadcasts flagged as the AGICOA repertoire after the first distribution is capped by the amount of distributable funds in the given territory and year.

### *Final Distribution*

## 13. Dissolution or Maintaining of Provisions, Non-distributable Amounts

- 13.1 Provisions, as described in Article 2(2)(b)(iv) and Article 3 above, shall be dissolved at the final distribution unless the reason for their creation continues to be valid for a period after the final distribution, in which case any such provision will be kept in reserve until the resolution of the issue. The Administrative Board shall decide on the specific use of the remaining funds if the settlement of the issue does not fully consume the provision.
- 13.2 The remaining amount of distributable funds is allocated to the broadcasts identified on works with valid rights at the moment of the final distribution.
- 13.3 The use of the non-distributable amounts (Article 5 above) is subject to a decision of the General Assembly in accordance with the AGICOA General Policy on the Use of Non-Distributable Amounts.

**Article 10**

***Distribution of Educational Recording Royalties***

1. Scope

- 1.1. Subject to national applicable law, the present Distribution Rules apply to royalties that AGICOA and/or a Partner Organization collect(s) either directly from the educational establishment or through another collective management organization.
- 1.2. Enclosure 1 to the present Distribution Rules contains particularities for certain countries.
- 1.3. Articles 9(2) (Threshold), 9(4) (Timetable), 9(5) (Class Payments), 9(6) (Deadline for the Declaration of Works and Rights), 9(7) (Works and Rights Declarations or Changes after the First Distribution), 9(13) (Dissolution or Maintaining of Provisions, Non-distributable Amounts) above apply *mutatis mutandis* to the distribution of educational recording royalties.

2. Phases of Distribution

- 2.1 Distribution of educational recording royalties is done in two phases: the first distribution and the final distribution.
- 2.2 The distributable funds as defined in Article 2(3) above are subject to the first distribution.
- 2.3 The provisions (Article 3 above) made and remaining after the first distribution are subject to the final distribution in accordance with Article 9(13) above.

3. Distribution per Country and per Recording Year

- 3.1 As AGICOA and/or its Partner Organization usually collect(s) educational recording royalties on a country basis, the funds are also usually distributed on a country basis.
- 3.2 As a general rule, the collected royalties are usually distributed by recording year. In exceptional cases, AGICOA is entitled to regroup several recording years in one single distribution.

4. Allocation of Distributable Funds – Criteria and Amount

- 4.1 The methodology for the allocation of distributable funds depends on whether and to which extent, in a given country and for a given recording year, title per title information on the recording of works is available.
- 4.2 In cases where title per title information on the educational use is available the distributable funds are allocated to those audiovisual works that:
  - a. fall under the AGICOA repertoire as defined in Article 7(1) of the present Distribution Rules;

- b. fall under the category of audiovisual works for which educational establishments, according to national legislation, shall remunerate the Declarants;
- c. have been recorded by an educational establishment in the given country and during the recording year;
- d. have a minimum duration of one minute.

The amount of royalties allocated to a specific recording depends on the duration of the recording and the number of recordings made.

- 4.3 In cases where insufficient title per title information on the educational use of audiovisual works is available, AGICOA is entitled to use for the allocation of educational royalties to works those parameters that AGICOA uses for the allocation of retransmission royalties in that country and year.

In those cases, the distributable funds shall be allocated to those audiovisual works that:

- a. fall under AGICOA repertoire as defined in Article 7(1) above;
- b. fall under the category of audiovisual works for which educational establishments, according to their national legislation, shall remunerate Declarants;
- c. have been retransmitted in that given country during the recording year;
- d. after having been initially broadcast on a relevant TV channel as defined below;
- e. have a minimum duration of one minute.

A TV channel is relevant if the educational recording of its broadcasts is legally subject to payment of royalties and the broadcasts of that TV channel are subject to substantial educational recording. AGICOA is entitled to give different weight to each of the relevant TV channels depending on data about the educational use of the respective TV channels.

Furthermore, AGICOA, in consultation with its Partner Organization, if any, is entitled to select TV channels in a given country. AGICOA shall select the channels based upon information available to it about educational copying on the channel, the availability of TV encoding data and the costs of the acquisition and processing of the encoding data compared to the amount of royalties available for distribution.

The amount of distributable funds allocated to a specific recording depends on the duration of the recording and the weighting factors specified below.

According to the particularities of the national educational recording regime, AGICOA is entitled to use as weighting factors the category ("genre") of the work.

Weighting factors per category of works shall be based on pertinent survey data regarding educational use of audiovisual works where available at a reasonable cost. Where those data are not available at reasonable cost, AGICOA, in consultation with its Partner Organization, if any, is free to apply weighting criteria per category of works as applied in other countries or to define weighting criteria per category of works specific to the country.

The weighting factors may evolve over time and therefore are subject to change. AGICOA shall publish the changes of the weighting factors, on a country by country basis, on its website.

## 5. Matching

- 5.1 The recorded broadcasts with royalties allocated according to Article 10(4) above are matched with the works in AGICOA's Works and Rights register.
- 5.2 The recordings matching the works declared are allocated to the respective Declarants of the works.

## Article 11

### *Simplified Distributions*

#### 1. Scope

- 1.1 If, in a given country, the amount of royalties available for distribution (Article 2(1) above) does not exceed the threshold as approved by the Administrative Board (Article 9(2) above), the amount may be included in a cost saving distribution process involving, or not, other similar countries hereinafter referred to as the "Simplified distribution".
- 1.2 If the amount remains below the threshold for several years, AGICOA is alternatively entitled to regroup these amounts in one ordinary distribution.
- 1.3 The total amount of the Simplified distribution is submitted to AGICOA's Administrative Board for approval at the end of each financial year for distribution in the following financial year.

#### 2. Simplified Distribution Options

- 2.1 Even if the amount of royalties available for distribution does not reach the approved threshold, AGICOA is entitled to run an ordinary distribution. In derogation of Article 9(9)(9.1) to (9.4) above AGICOA may determine the number of TV channels to be included in the ordinary distribution provided the costs for the acquisition of TV channels monitoring data constitute a reasonable ratio to the amount of royalties available for distribution.
- 2.2 AGICOA, in derogation of Article 9(10) above, is also entitled to use simplified



weighting factors like timeslot coefficients and broadcasters' market shares, in order to keep a reasonable ratio between the cost of the distribution and the amount of royalties available for distribution.

- 2.3 Alternatively, if the above is not possible or cost efficient, the distributable funds (see Article 2(3) above) collected in a given calendar year (N) and in a given country are added to the distributable funds stemming from other Simplified distribution countries during year N. They are regrouped into a single Simplified distribution in the following year (N+1).
- 2.4 Such distributable funds are distributed to Declarants, pro rata to the amounts paid or payable and calculated by AGICOA within a twelve months period prior to the running of the considered Simplified distribution.
- 2.5 The distribution produces an amount per Declarant and not an amount per broadcast or per work.
- 2.6 Alternatively, AGICOA may apply the amount or a proportion thereof to an audiovisual fund or financially contribute to a local audiovisual fund managed by the local producer's association or collecting society. Should AGICOA establish such a fund, AGICOA shall make sure that the amounts are allocated in a transparent and non-discriminatory way. AGICOA shall encourage local entities to allocate in a transparent and non-discriminatory way amounts put into such funds.

The amount reserved for that audiovisual fund shall be fixed in (a) country specific ad-hoc decision(s) by AGICOA's Administrative Board.

Amounts remaining unallocated under these distribution alternatives shall be added to simplified distribution.

### 3. Timetable

- 3.1. Article 9(4) shall apply to Simplified distributions *mutatis mutandis*.

## Article 12

### *ECS Distributions*

1. For the purposes of the present Distribution Rules "an external collecting society" ("ECS") shall mean a collective management organization that is not an AGICOA Partner Organization.
2. AGICOA runs ECS distributions in those countries where the local ECS collects the royalties from the users and where AGICOA subsequently makes a claim on behalf of its Declarants against the local ECS.
3. AGICOA makes the claims against the local ECS based on the works and rights that AGICOA's Declarants have declared with AGICOA for the relevant country and period.

As modified by the Administrative Board on December 11, 2017 and effective as of December 12, 2017.



4. Depending on the local ECS's rules AGICOA's claims may be preceded by a matching process run by AGICOA on the basis of monitoring data provided by the local ECS. For this Matching process, Article 7 (AGICOA Repertoire) and Article 9(11) (Matching) apply *mutatis mutandis*.
5. Notwithstanding Article 12(4) above, AGICOA checks for all ECS distributions the conformity of the payments made by the ECS with AGICOA's Works and Rights register. This notably includes the verification of portfolio transfers and other changes in its Works and Rights register that may affect the correct allocation of the royalties stemming from the ECS. Article 9(6) (Deadline for the Declaration of Works and Rights) and Article 9(13) (Dissolution or Maintaining of Provisions, Non-distributable Amounts) apply to ECS distributions *mutatis mutandis*.

In addition, AGICOA is managing conflicts with regard to the claimed works.

6. At the end of the ECS distribution process, unless objective reasons prevent AGICOA from doing so, AGICOA shall distribute and pay the distributable funds due to Declarants as soon as possible but no later than six months from receipt of those amounts.
7. In the context of the ECS distributions, AGICOA's responsibility towards its Declarants is limited to the areas under AGICOA's control. AGICOA cannot be held responsible by its Declarants for errors and omissions that occurred in the sphere of competence of the ECS unless AGICOA, when applying due diligence, could have spotted the ECS' error or omission or unless AGICOA did not comply with the terms and conditions of the relevant ECS claim regulations.

### **Article 13**

#### ***General Reserve Distributions***

1. The general reserve is established by AGICOA in order to cover general and non-specific risks.
2. Based on a specific decision by the Administrative Board, AGICOA is entitled to distribute funds from its general reserve.
3. The funds coming out of the general reserve are distributed to the Declarants pro rata to the amounts paid or payable and calculated by AGICOA within a twelve months period prior to the running of the general reserve distribution.

The distribution produces an amount per Declarant and not an amount per broadcast or per work.

### **Article 14**

#### ***Other Distributions***

1. Based on a specific decision by its Administrative Board, AGICOA is entitled to proceed to other types of distributions for specific and limited purposes.

As modified by the Administrative Board on December 11, 2017 and effective as of December 12, 2017.





2. AGICOA shall inform its Declarants about those other distributions in an appropriate way.

### III. FINAL PROVISIONS

#### Article 15

##### *Complaint procedure*

Any complaints arising from the collection, allocation and/or distribution of royalties by AGICOA shall be processed in accordance with the AGICOA complaints procedure according to Article 31 of the AGICOA By-Laws.

#### Article 16

##### *Warranty and Indemnity*

1. Declarants, Partner Organizations, other collective management organizations or independent management entities that are under obligation by law, by way of assignment, license or any other contractual arrangement to distribute and pay the royalties received from AGICOA to their members or counterparties, shall distribute and pay such royalties as soon as possible from receipt of those royalties within the deadlines established by the applicable national legislation and/or contracts.
2. Any Declarants, Partner Organizations, other collective management organizations or independent management entities receiving payments of royalties from AGICOA must hold AGICOA harmless and indemnify it with respect to all actions, proceedings, costs, damages, expenses, claims and demands which are brought, threatened or made by any third party, including without limitation Rightsholders, represented by or being in any other contractual relationships with them, upon or against AGICOA in respect of said royalties.

ENCLOSURE 1: Special Provisions for Certain Countries

ENCLOSURE 2: AGICOA General Policy on Independently Produced Works

ENCLOSURE 3: Glossary

**ENCLOSURE 1**

**SPECIAL PROVISIONS FOR CERTAIN COUNTRIES**

The present Distribution Rules apply to distributions in all countries unless stated otherwise in the following special provisions.

AGICOA will regularly adjust these special provisions in accordance with new developments, update the Distribution Rules accordingly and publish the up-dates of specific country provisions on the AGICOA web declaration portal.

**Belgium**

AGICOA Europe Brussels' Distribution Rules may differ from the present rules.

For more details please contact AGICOA Europe Brussels.

**Finland**

**Educational Recording Royalties**

Feature films and Tele-Features are excluded from triggering educational recording royalties.

The collection for educational recording of TV channels in Finland relates to Finnish TV channels only.

The following link provides the weighting factors used in Finland:  
<http://www.agicoa.org/gwf.pdf>.

**Germany**

While the main criteria for the allocation of funds are the ones described in article 9(8)(8.2), AGICOA Urheberrechtsschutz GmbH's Distribution Rules may differ from the present rules in other aspects.

For more details please contact AGICOA Urheberrechtsschutz GmbH.

**Luxembourg**

Given the small size of the Luxembourg retransmission market, the average market share of the retransmitted TV channels is based on an estimation made by a Luxembourg advertising sales agency.

The average annual market shares of these TV channels are adjusted in a way that the total of their market shares is 100%.

Given the limited nature of the collection, only TV channels having an adjusted annual market share equal to or above 1% are included in the distribution.



## **Norway**

### **Retransmission Royalties**

The amounts collected by NORWACO on the basis of so-called reciprocal overspill agreements are added to the total collection of cable royalties stemming from the retransmission of TV channels in Norway.

### **Educational Recording Royalties**

The collection for educational recording of TV channels in Norway relates to all TV channels available in Norway. Feature films and Tele-Features are excluded from the calculation of educational recording royalties.

The following link provides the weighting factors used in Norway:  
<http://www.agicoa.org/gwf.pdf>.

## **The Republic of Ireland and Northern Ireland (U.K.)**

Royalties collected in the Irish Republic and in Northern Ireland (U.K.) are regrouped into a single distribution.

The deadline for late declarations in the sense of Article 9(6) is five years.

## **Spain**

While the main criteria for the allocation of funds are the same as described in Article 9(8)(8.2) of the present Distribution rules, EGEDA's distribution rules may differ from the AGICOA Distribution Rules in other aspects. Notably EGEDA's repertoire definition differs from AGICOA's repertoire definition as to the issue of independently produced works.

Please refer to EGEDA for more details.

The royalties collected in Spain and in Andorra are regrouped into a single distribution.

The distribution of works contained in satellite broadcast in Spain shall be governed by Spanish law.

## **Sweden**

The amounts stemming from so-called overspill agreements between FRF and third party collecting societies are added to the royalties available for distribution.

## **Switzerland**

Royalties collected in Switzerland and in Liechtenstein are regrouped into a single distribution.



**United Kingdom**

**Educational Recording Royalties**

The collection for educational recording of TV channels in the UK relates to all TV channels that are members of ERA (Educational Recording Agency).

The following link provides the weighting factors used in the UK:  
<http://www.agicoa.org/gwf.pdf>.

**ENCLOSURE 2**

**AGICOA GENERAL POLICY  
ON INDEPENDENTLY PRODUCED WORKS**

Purpose

According to Article 7(1)(1.1) of the AGICOA Distribution Rules “*the AGICOA repertoire*” includes audiovisual works produced by an independent producer. Audiovisual works produced by “broadcasters” are excluded from the AGICOA repertoire. This issue is crucial: AGICOA will distribute royalties only if the audiovisual work falls within the AGICOA repertoire.

According to Article 7(1)(1.1) of the Distribution Rules, the AGICOA repertoire is defined as follows:

*“The AGICOA repertoire covers any audiovisual content subject to copyright protection (“Work”) that has been independently produced and that is not otherwise excluded by relevant legislation, agreements or decisions of the Administrative Board.*

*The AGICOA repertoire does notably not include news programs (including sport news), live sport and other live events, teleshopping, weather forecasts, infomercials, commercials and trailers.*

*It does notably not include any Work owned by a broadcaster or content for which a broadcaster owns or controls the retransmission rights along with the right to receive remuneration for the retransmission of the Work; however, that Work will be included in the AGICOA repertoire when broadcast on a third party TV channel other than the TV broadcaster’s own provided the third party TV channel does not own or control the retransmission right along with the right to receive remuneration of the Work.”*

The purpose of the present paper is twofold:

- clarify the *underlying rationale* for the above Policy; and
- clarify the *procedure* applied by AGICOA to determine whether a Work falls within the AGICOA repertoire.

The Rationale of the Policy

AGICOA was established to collectively defend the interests of independent producers of audiovisual works in the field of retransmission of TV channels.

AGICOA Distribution Rules proscribe payment by AGICOA to broadcasters because broadcasters do collect or are entitled to collect royalties directly from the retransmission platforms on account of their in-house productions and for content in which they have acquired the retransmission remuneration rights.

Applying the above Rationale to an increasingly Complex Situation

Given the increasingly intertwined relationship between broadcasters and producers in the financing, production and exploitation of audiovisual works it becomes increasingly difficult to determine whether or not a work is independently produced and therefore shall be remunerated by AGICOA. This is because:

- Broadcasters have externalized much of their production in legally independent companies that remain economically dependent on the broadcasters;
- Independent production companies can become dependent on a given broadcaster if they produce a substantial amount of their output for one single broadcaster;
- Relationships between production companies and broadcasters differ on a case by case basis. For example, a producer may produce one film under the commission of a broadcaster and, thus, be dependent for the production of that film but could be considered independent from the broadcaster with respect to production of another film that is financed by that broadcaster;
- Broadcasters and production companies frequently co-produce audiovisual works. Whether and to which extent the production company is entitled to claim retransmission royalties from AGICOA is subject to the individual co-production agreement;
- Broadcasters are not systematically remunerated by TV distribution platforms for the re-distribution of their content. So, even if a production company is to be considered “dependent” on a given broadcaster, it may not receive any retransmission royalties through the broadcaster;
- Production companies that appear to be independent producers may be part of a media group that also includes a broadcaster. It is unclear whether this relationship alone might affect the independence of the production company.

How to best apply the above Rationale in a Complex Audiovisual World?

Greater interrelationship between producers and broadcasters has complicated AGICOA’s ability to determine whether the Declarant is acting as an independent producer and, therefore, entitled to receive royalties from AGICOA under its current rules:

- Analyzing the underlying agreements is frequently no option as the agreements are either not available or their analysis would require time and cost intensive study.
- Analyzing the issue whether the concerned Work follows a country specific licensing pattern (“Auftragsproduktionen” in Germany, Commissioned Works following the BBC Terms of Trade in the UK) is a viable option that allows feeding in the knowledge of the AGICOA Partner Organizations about the licensing patterns in those countries. However, this option is limited to countries where such licensing patterns exist. In addition, even in countries with standard licensing patterns there are exemptions to the rule.



In light of the above AGICOA believes that the Declarant must play an important role in clarifying whether the Declarant is independent with respect to each of the Works it declares with AGICOA. As a result, AGICOA proposes to its Declarants a Web declaration portal that requires each Declarant to verify and confirm that, for each Work it has declared with AGICOA, or declares going forward, it is independent.

The Declarant would have to attest that:

- It owns, controls and manages the right to collect through AGICOA royalties for the retransmission of the declared Works;
- It did not transfer the above right to a broadcaster;
- If part of a media group including a broadcaster, that it did not convey remuneration rights for the retransmission of the work to the broadcaster;
- It did not receive cable retransmission royalties through any other source, such as a related broadcaster for the Works it has declared with AGICOA: and
- The rights declared with AGICOA are not the retransmission rights initially vested in the broadcaster.

In case of co-productions involving a TV broadcaster the Declarant shall reflect the specific rights situation in the co-production agreement by declaring its rights with AGICOA subject to the periods, territories, language versions and percentages held by the TV broadcaster.

Enclosure: Declaration Form

**DECLARATION**

1. The Declarant confirms having read and accepted the AGICOA Distribution Rules and the AGICOA General Policy on Independently Produced Works. According to Article 7(1) (the AGICOA repertoire) of the AGICOA Distribution Rules and the AGICOA General Policy on Independently Produced Works, AGICOA shall only remunerate independently produced Works.
2. The purpose of the present declaration is to confirm that the Work(s) declared with AGICOA are independently produced and therefore are eligible for the payment of royalties from AGICOA. For such purpose, the Declarant hereby confirms that the Works declared comply with the definition of repertoire provided in Article 7(1) of the AGICOA Distribution Rules, as follows:

*"The AGICOA repertoire covers any audiovisual content subject to copyright protection ("Work") that has been independently produced and that is not otherwise excluded by relevant legislation, agreements or decisions of the Administrative Board.*

*The AGICOA repertoire does notably not include news programs (including sport news), live sport and other live events, teleshopping, weather forecasts, infomercials, commercials and trailers.*

*It does notably not include any Work owned by a broadcaster or content for which a broadcaster owns or controls the retransmission rights along with the right to receive remuneration for the retransmission of the Work; however, that Work will be included in the AGICOA repertoire when broadcast on a third party TV channel other than the TV broadcaster's own provided the third party TV channel does not own or control the retransmission right along with the right to receive remuneration of the Work."*

3. In relation to the Work(s) and rights declared with AGICOA, the Declarant confirms the following:
  - a. The Declarant, within the limits of its works and rights declaration with AGICOA, owns, controls or manages the right to collect, through a collective rights management organization, remuneration for cable or other retransmissions of the declared Works;
  - b. The Declarant has not granted the above right to a TV broadcaster, even if the Declarant is part of a media group that includes a TV broadcaster;  
  
To the best of the Declarant's knowledge, no prior owner of the declared Work(s) and rights has granted the above rights to such a TV broadcaster;
  - c. The Declarant has not received and will not receive retransmission royalties from any TV broadcaster source for the Works and rights that it declares with AGICOA;





- d. The rights that the Declarant declares with AGICOA are not rights the Declarant acquired from a TV broadcaster: the declared rights are neither the TV broadcaster's right to prohibit or authorize the retransmission of its TV *signal* nor the right to prohibit or authorize the retransmission of the Work that had initially been vested in the TV broadcaster in its capacity as *producer* or *co-producer* of the Work;

In the case where a producer has acquired rights in a work co-produced with a broadcaster, the producer shall notify AGICOA prior to declaration of the rights so acquired from the broadcaster. AGICOA may ask the producer to substantiate the declaration before accepting it.

Place, date

Signature of the Declarant

**ENCLOSURE 3**

**GLOSSARY**

The following glossary explains terms used in the present Distribution Rules.

The glossary intends to clarify the present Distribution Rules and does not contain legally binding definitions. The terms are explained with regard to the specific context of the distribution process such as operated by AGICOA and may have diverging meanings under other circumstances.

**Annual distribution plan:** Non-binding schedule of first and final distributions that AGICOA plans to run during a given calendar year. This document is to inform AGICOA's Declarants.

**Annual internal distribution plan:** Document that management submits to the Administrative Board and to the General Assembly for approval. The document describes, on a country by country basis, the distributions planned for the next year. It notably contains information on the distribution schedule and TV channels taken into account. It highlights any derogation or exception from the present Distribution Rules.

**Audiovisual work(s) or work(s):** Sequence of moving images and sounds protected by copyright. AGICOA does not remunerate all audiovisual works but only those that fall under its repertoire definition (see "repertoire" below).

**Broadcast:** Audiovisual work that was broadcast on a TV channel.

**Broadcasting year:** Year in the course of which the broadcast and the retransmission or other communication to the public of the audiovisual work occurs, usually the calendar year.

**Class payment:** Generic allocation of funds to Rightsholders for the use of their audiovisual works in case precise monitoring of the use is not possible or economically senseless. Provided AGICOA collects royalties for the retransmission of music videos, it makes class payments for music videos.

**Collection:** Gathering of royalties from the retransmission operators or other users for the use of audiovisual works.

**Conflict:** a double declaration (or more) in respect of the same work and with an overlapping cumulative percentage of declared rights of more than one hundred percent (100%).

**Distribution:** Total of processes allowing the allocation of funds to Declarants for the use of their audiovisual works.

**Educational recording royalties:** Royalties for the recording of audiovisual works contained in TV broadcasts that are made by educational establishments like schools or universities.



**External collecting society:** a collective management organization that is not an AGICOA Partner Organization.

**Final distribution:** Distribution following the first distribution and intermediary payment runs. The final distribution closes the distribution process of a given country and broadcasting/recording year. It leads to the distribution of the remaining distributable funds except for certain provisions.

**First distribution:** First allocation of distributable funds to Declarants (see “distribution”) shortly after the collection of royalties from the users.

**General reserve:** Fund established by AGICOA in order to cover general, non-specific risks.

**Independently produced audiovisual work:** An audiovisual work in which the retransmission rights are not held by a TV broadcasting organization but by an external producer or its successor in title (see the AGICOA General Policy on Independently Produced Works) attached to the present Distribution Rules.

**Licensing agreement:** Agreement between the retransmission operator or other user and AGICOA and/or one of its Partner Organizations or an external collecting society whereby the use of audiovisual works is licensed against the payment of royalties.

**Market share:** Ratio of the number of viewers of a given TV channel compared to the total number of viewers of all other TV channels forming a common market.

**Matching:** Audiovisual works the use of which has been monitored by AGICOA are matched with the audiovisual works in AGICOA’s repertoire and also in AGICOA’s Works and Rights register.

**Non-identified broadcast:** Broadcast for which no corresponding work has been declared in AGICOA’s Works and Rights register.

**Partner Organization:** a collective management organization that concluded a co-operation agreement with AGICOA and that applies AGICOA’s Management Fees. The co-operation agreement usually deals with the co-operation as to the collection and distribution of royalties and the division of tasks between the two entities.

**Producer:** Person and/or entity responsible for the making of an audiovisual work. A producer and its successor in title can receive remuneration from AGICOA only for “independently produced” audiovisual works (see “independently produced works”).

**Provision:** Amount not being released to the Declarants in the distribution process and withheld for a specific purpose.

**Recording year:** Year in the course of which the recording of the work contained in TV broadcasts is made by educational establishments like schools or universities, usually the calendar year.

As modified by the Administrative Board on December 11, 2017 and effective as of December 12, 2017.



**Repertoire:** Any audiovisual work that has been independently produced and that is not otherwise excluded by the present Distribution Rules, relevant legislation, agreements or decisions of the Administrative Board.

**Retransmission:** Communication to the public of an audiovisual work by wire or wireless means. The communication to the public has to be made by a company which is different from the company which is responsible for the initial broadcast of the audiovisual work. In addition the communication to the public has to be made in an unchanged, unabridged and simultaneous way with regard to the initial broadcast.

**Retransmission operator:** A company retransmitting audiovisual works in a simultaneous, unchanged and unabridged way. The retransmission operator is a different entity from the company responsible for the initial broadcast (see retransmission).

**Royalties:** Remuneration due from a user of an audiovisual work within AGICOA repertoire.

**Simplified distribution:** Specific form of generic and therefore cost saving distribution process in cases where running the costly ordinary distribution process cannot be justified.

**S-WRI** (simplified electronic declaration file), **WRI** (electronic declaration file): special electronic data format set by AGICOA destined to mass declaration of works and rights by importing works and rights information from an external database into AGICOA's Works and Rights register.

**User:** Any person or entity that is carrying out acts subject to the authorization of Declarants, remuneration of Declarants or payment of compensation to Declarants and is not acting in the capacity of a consumer.

**Web declaration portal:** IRRIS Web, the AGICOA web declaration portal available to Declarants to declare, update and/or query their works and rights as well as to look at their related remunerations over the web.

**Weighting factors:** Elements that determine the amount to be allocated to a given broadcast. For instance: the duration of a broadcast.

**Works and Rights register:** Database containing the works and rights declared with AGICOA by Declarants.

Use *IRRIS Web*, the web declaration portal, to update and check your data

**RIGHTSHOLDER/AGENT GENERAL INFORMATION**

- 1) If this is an update, kindly indicate your AGICOA Rightsholder's Identification Number
- 2) **Full Company name or first name and last name if Rightsholder or Agent is a Natural Person.**  
(Agent: natural person or legal entity managing the rights on behalf of a Rightsholder) Agent (tick if you are an Agent)

first name last name

- 3) **Type:** Natural Person ; Legal Entity
- 4) **Language of correspondence:** English ; French
- 5) **Rightsholder/Agent Company Street and number**

- 6) **Zip** 7) **City**
- 8) **Country**
- 9) Main Phone Prefix Number
- 10) Phone 2 Prefix Number
- 11) Main Fax Prefix Number
- 12) Fax 2 Prefix Number
- 13a) Website 13b) E-mail
- 14) VAT No

**CONTACT No 1**

- 15) Ms ; Mr ; Dr ; Other (specify)
- 16) **First and Last Name**  
first name last name
- 17) **Function**
- 18) **Preferred Media:** Fax ; Mail ; E-mail
- Outgoing correspondence:
- 19) **Contact for Works & Rights:** Yes ; No 20) **Contact for Finance:** Yes ; No

Incoming correspondence:

- 21) Contact No 1 is authorized to sign the following documents:
- |                                     |                  |
|-------------------------------------|------------------|
| Rightsholder's/Agent's data updates | Bank information |
| New Works & Rights declarations     |                  |
| Works & Rights updates              |                  |
| Portfolio Transfers                 |                  |

Contact No 1 Address (if different from 5), 6), 7), 8) above)

- 22) **Street and number**
- 23) **Zip** 24) **City**
- 25) **Country**

Contact No 1 Numbers (if different from 9), 10), 11), 12) above)

- 26) Phone Prefix Number 27) Fax Prefix Number
- 28) Mobile Prefix Number 29) E-mail

**CONTACT No 2**

30) Ms ; Mr ; Dr ; Other . (specify)

31) First and Last Name  
first name last name

32) Function

33) Preferred Media: Fax ; Mail ; E-mail

Outgoing correspondence:

34) Contact for Works & Rights: Yes ; No 35) Contact for Finance: Yes ; No

36) Incoming correspondence - Contact No 2 is authorized to sign the following documents:

- Rightsholder's/Agent's data updates
- Works & Rights updates
- Bank information
- New Works & Rights declarations
- Portfolio Transfers

Contact No 2 Address (if different from 5), 6), 7), 8) above)

37) Street and number

38) Zip 39) City

40) Country

Contact No 2 Numbers (if different from 9), 10), 11), 12) above)

41) Phone Prefix Number 42) Fax Prefix Number

43) Mobile Prefix Number 44) E-mail

**CONTACT No 3**

45) Ms ; Mr ; Dr ; Other . (specify)

46) First and Last Name  
first name last name

47) Function

48) Preferred Media: Fax ; Mail ; E-mail

Outgoing correspondence:

49) Contact for Works & Rights: Yes ; No 50) Contact for Finance: Yes ; No

51) Incoming correspondence: Contact No 3 is authorized to sign the following documents:

- Rightsholder's/Agent's data updates
- Works & Rights updates
- Bank information
- New Works & Rights declarations
- Portfolio Transfers

Contact No 3 Address (if different from 5), 6), 7), 8) above)

52) Street and number

53) Zip 54) City

55) Country

Contact No 3 Numbers (if different from 9), 10), 11), 12) above)

56) Phone Prefix Number 57) Fax Prefix Number

58) Mobile Prefix Number 59) E-mail

**PAYMENT DETAILS**

Beneficiary

60) Beneficiary Type: Rightsholder ; Association ; Other

61) Beneficiary Name  
first name last name

62) Beneficiary Address

63) Zip 64) City

65) Country

66) Money Laundering

(If the Bank account has a beneficiary "Other" who does not correspond to the Rightsholder or his/her Agent or Association, tight money laundering legislation requires the explanation of the third beneficiary)

Bank (Our internal control procedures require you to provide AGICOA with a copy of a bank account statement that can confirm details given here. Kindly send it to your contact in the AGICOA Alliance.)

67) Bank details

**Bank Account No** (mandatory, kindly indicate whether it is an IBAN or not.)

**Bank Identifier** (BIC/SWIFT mandatory, ABA/Fed Wire/Routing No or Other mandatory if Bank Account No is not an IBAN)

IBAN\*

Yes

and

**BIC/SWIFT\*\***

and/or

**ABA\*\*\*/Fed Wire/Routing No**

and/or

**Other\*\*\*\***

\* IBAN: International Bank Account Number

\*\* BIC/SWIFT: Unique Bank Identification Code - \*\*\* ABA: American Bankers Association Number

\*\*\*\* Other: None of the others

68) Bank Name

69) Bank Address

70) Zip

71) City

72) Country

**REPRESENTATION AT AGICOA GENERAL ASSEMBLY** (As per AGICOA by-Laws, Rightsholders are represented by our Members at our General Assembly. Kindly let us know which of them - if any - you are affiliated to.)

73) None

76) Name

74) Name

77) Name

75) Name

78) Name

Specimen of signature(s), stamp(s) or seal(s) of the person(s) entitled to sign as per authority and details given under "Contacts" above and specimen of the Company stamp or seal of the Declarant organization.	
<b>Rightsholder's or Agent's Signature</b>	<b>Date</b>
<b>Signature of Contact No 1</b>	<b>Date</b>
<b>Signature of Contact No 2</b>	<b>Date</b>
<b>Signature of Contact No 3</b>	<b>Date</b>
<b>Specimen of the Company Stamp or Seal</b>	





**Original title(s) of the declared work** (kindly indicate here again the first title mentioned under point 6)

**21) Author(s) & performer(s)** (directors, screenwriters, scriptwriters, actors, authors of soundtrack, etc ...) . Kindly inform first and last name per type. At least one director is mandatory. The leading performer/actor is required/mandatory for AGICOA to claim in several jurisdictions such as Romania, Slovenia, Switzerland and other countries where the rights of producers result from a presumption of transfer of rights.

type	first name	last name
type	first name	last name
type	first name	last name
type	first name	last name
type	first name	last name

**22) Name of the production company(ies)** (When pertinent also indicate commissioning producer)

by order of  
by order of  
by order of  
by order of

**23) Country(ies) of production and original language of production**

country	original language
country	original language
country	original language
country	original language

Kindly use a «DECLARATION OF RIGHTS ON WORKS» form to declare your rights.

<b>Signature</b>	
Rightsholder's or Agent's signature	Date
   <hr/>	
first name	last name

## DECLARATION OF RIGHTS ON WORKS

(mandatory data in bold)

*IRRIS Web, the web declaration portal, is available to update and check your data*

**Rightsholder/Agent - full company name or first name and last name**

first name \_\_\_\_\_ last name \_\_\_\_\_

**Identification number assigned by AGICOA**

Declaration for specified rights for which the Rightsholder/Agent asserts entitlement to remuneration. Kindly attach to related "Declaration of a Work".

**Original title of the declared work**

The Rightsholder/Agent hereby confirms that it holds the retransmission rights expressed below for the General Mandate . The Rightsholder/Agent authorizes/mandates AGICOA to exercise the inherent rights to license In Home Services and TV Everywhere Services under the same terms and conditions of this declaration. The rights inherent in licensing these services are managed by AGICOA on a voluntary basis. Therefore, a specific mandate is required to license and collect remuneration arising therefrom. Please refer to the definitions in paragraph 2 of "Mandates" and tick the 2 boxes above to confirm you mandate AGICOA for these services. In case there are restrictions to the scope of the authorizations, they shall be explicitly described below in the field "Restrictions".

You may tick the boxes in the next paragraph or fill in your General Mandate rights details in the table below.

The Rightsholder/Agent hereby confirms that it holds the retransmission rights worldwide , for all language versions , for broadcasts in any channels . The Rightsholder/Agent further confirms that it holds said rights at a proportion of % of total rights over the work from the year of production to perpetuity or from year to perpetuity . The Rightsholder/Agent hereby authorizes/mandates AGICOA to exercise the retransmission rights under the terms and conditions of this declaration.

Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
<b>Worldwide</b>							
<b>Albania</b>							
<b>Algeria</b>							
<b>Australia</b>							
<b>Austria</b>							
<b>Belgium</b>							
<b>Bosnia-Herzegovina</b>							
<b>Bulgaria</b>							
<b>Canada</b>							
<b>China</b>							
<b>Croatia</b>							
<b>Cuba</b>							
<b>Cyprus</b>							
<b>Czech Republic</b>							
<b>Denmark</b>							
<b>Estonia</b>							
<b>Finland</b>							
<b>France</b>							
<b>Georgia</b>							
<b>Germany</b>							
<b>Greece</b>							
<b>Hungary</b>							

# AGICOA

## - DECLARATION OF RIGHTS -

Original title of the declared work

Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
Iceland							
India							
Israel							
Italy							
Latin America*							
Latvia							
Lithuania							
Luxembourg							
Macedonia							
Moldova							
Montenegro							
Morocco							
New Zealand							
Norway							
Poland							
Portugal							
Rep. of Ireland							
Romania							
Russia							
Serbia							
Slovakia							
Slovenia							
South Africa							
Spain							
Sweden							
Switzerland							
The Netherlands							
Tunisia							
Turkey							
Ukraine							
United Kingdom**							
United States							
Other (specify)							

(\*Latin America = Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela)  
(\*\*United Kingdom = England, Northern Ireland, Scotland, Wales)

**Original title of the declared work****RESTRICTIONS** (when appropriate, kindly indicate the restrictions where they apply below)

General Mandate:

In Home Services Mandate:

TV Everywhere Services Mandate:

**MANDATES**1. General

By submitting this declaration, the declarant ("the Declarant") hereby mandates AGICOA and/or authorizes it to license and collect remuneration within the scope of exercise of the exclusive rights as described below. In case there are restrictions to the scope of the authorization, they shall be as explicitly described in the field "Restrictions" in the Declaration Form above. The territorial scope and duration of the mandate conferred on AGICOA are as authorized by the Declarant in the Declaration Form.

Mandate as defined by Article 3 of AGICOA's by-laws

AGICOA benefits of the general attribution to authorize and/or to prohibit the retransmission - in the sense of Article 11bis (1)(ii) of the Berne Convention - of audiovisual works contained in the television programs taken up by third party organisms and retransmitted without the rightsholders' authorization.

In addition, AGICOA benefits from the general attribution to authorize/and or to prohibit the intervention of a satellite package provider, cable distribution platform or other comparable distribution platform in the communication to the public of audiovisual works contained in television programs.

Furthermore, based on ad-hoc mandates of its members, AGICOA benefits from the attribution to authorize and/or prohibit additional services related to the linear broadcast of the audiovisual works contained in the TV programs as far as these services have not already been licensed by its members.

AGICOA shall also exercise the communication to the public right by authorizing or prohibiting communication to the public of broadcast audiovisual works by a third party other than the broadcasters, when performed by hotels and similar establishments, and collect remuneration arising therefrom.

AGICOA is authorized to claim collection of royalties arising from educational recording and communication to the public in the territories of Finland, Norway and the United Kingdom.

AGICOA is authorized to submit claims on behalf of the Declarant to collective management societies within the above described categories of rights and territorial scope. The Declarant hereby authorizes AGICOA to submit said claims on its behalf in the following countries:

- Albania, Australia, Austria, Canada, Croatia, Czech Republic, Denmark, Estonia, Lichtenstein, Romania, Slovenia, Switzerland.

The Declarant may exclude any of the above mentioned countries upon written notification to AGICOA or by including said exclusion in the Restrictions field of the Declaration Form above.

AGICOA is authorized to further mandate its members and partners to license and collect remuneration for the above described categories of rights within the territory for which they are authorized to license said rights.

Internal regulations

The Declarant hereby acknowledges and accepts the terms and conditions set forth in AGICOA's internal regulations, including by-laws, distribution rules and independently produced works policy paper and form as integral part (available from IRRIS Web or your Portfolio Manager), conflicts rules and any future amendments as made available at all times at AGICOA's public web site and IRRIS Web, all of which constitute an integral part of this Declaration.



## DECLARATION OF RIGHTS ON WORKS

(mandatory data in bold)

*IRRIS Web, the web declaration portal, is available to update and check your data*

**Rightsholder/Agent - full company name or first name and last name**

first name \_\_\_\_\_ last name \_\_\_\_\_

**Identification number assigned by AGICOA**

Declaration for specified rights for which the Rightsholder/Agent asserts entitlement to remuneration. Kindly attach to related "Declaration of a Work".

**Original title of the declared work**

The Rightsholder/Agent hereby confirms that it holds the retransmission rights expressed below for the General Mandate . The Rightsholder/Agent authorizes/mandates AGICOA to exercise the inherent rights to license In Home Services and TV Everywhere Services under the same terms and conditions of this declaration. The rights inherent in licensing these services are managed by AGICOA on a voluntary basis. Therefore, a specific mandate is required to license and collect remuneration arising therefrom. Please refer to the definitions in paragraph 2 of "Mandates" and tick the 2 boxes above to confirm you mandate AGICOA for these services. In case there are restrictions to the scope of the authorizations, they shall be explicitly described below in the field "Restrictions".

You may tick the boxes in the next paragraph or fill in your General Mandate rights details in the table below.

The Rightsholder/Agent hereby confirms that it holds the retransmission rights worldwide , for all language versions , for broadcasts in any channels . The Rightsholder/Agent further confirms that it holds said rights at a proportion of % of total rights over the work from the year of production to perpetuity or from year to perpetuity . The Rightsholder/Agent hereby authorizes/mandates AGICOA to exercise the retransmission rights under the terms and conditions of this declaration.

Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
<b>Worldwide</b>							
<b>Albania</b>							
<b>Algeria</b>							
<b>Australia</b>							
<b>Austria</b>							
<b>Belgium</b>							
<b>Bosnia-Herzegovina</b>							
<b>Bulgaria</b>							
<b>Canada</b>							
<b>China</b>							
<b>Croatia</b>							
<b>Cuba</b>							
<b>Cyprus</b>							
<b>Czech Republic</b>							
<b>Denmark</b>							
<b>Estonia</b>							
<b>Finland</b>							
<b>France</b>							
<b>Georgia</b>							
<b>Germany</b>							
<b>Greece</b>							
<b>Hungary</b>							

Original title of the declared work

Territory	Language Version	Channels	% of Rights	Period of Rights		Period of Validity	
				From	To	From	To
Iceland							
India							
Israel							
Italy							
Latin America*							
Latvia							
Lithuania							
Luxembourg							
Macedonia							
Moldova							
Montenegro							
Morocco							
New Zealand							
Norway							
Poland							
Portugal							
Rep. of Ireland							
Romania							
Russia							
Serbia							
Slovakia							
Slovenia							
South Africa							
Spain							
Sweden							
Switzerland							
The Netherlands							
Tunisia							
Turkey							
Ukraine							
United Kingdom**							
United States							
Other (specify)							

(\*Latin America = Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela)

(\*\*United Kingdom = England, Northern Ireland, Scotland, Wales)

Original title of the declared work

**RESTRICTIONS** (when appropriate, kindly indicate the restrictions where they apply below)

General Mandate:

In Home Services Mandate:

TV Everywhere Services Mandate:

## **MANDATES**

### 1. General

By submitting this declaration, the declarant ("the Declarant") hereby mandates AGICOA and/or authorizes it to license and collect remuneration within the scope of exercise of the exclusive rights as described below. In case there are restrictions to the scope of the authorization, they shall be as explicitly described in the field "Restrictions" in the Declaration Form above. The territorial scope and duration of the mandate conferred on AGICOA are as authorized by the Declarant in the Declaration Form.

#### Mandate as defined by Article 3 of AGICOA's by-laws

AGICOA benefits of the general attribution to authorize and/or to prohibit the retransmission - in the sense of Article 11bis (1)(ii) of the Berne Convention – of audiovisual works contained in the television programs taken up by third party organisms and retransmitted without the rightsholders' authorization.

In addition, AGICOA benefits from the general attribution to authorize/and or to prohibit the intervention of a satellite package provider, cable distribution platform or other comparable distribution platform in the communication to the public of audiovisual works contained in television programs.

Furthermore, based on ad-hoc mandates of its members, AGICOA benefits from the attribution to authorize and/or prohibit additional services related to the linear broadcast of the audiovisual works contained in the TV programs as far as these services have not already been licensed by its members.

AGICOA shall also exercise the communication to the public right by authorizing or prohibiting communication to the public of broadcast audiovisual works by a third party other than the broadcasters, when performed by hotels and similar establishments, and collect remuneration arising therefrom.

AGICOA is authorized to claim collection of royalties arising from educational recording and communication to the public in the territories of Finland, Norway and the United Kingdom.

AGICOA is authorized to submit claims on behalf of the Declarant to collective management societies within the above described categories of rights and territorial scope. The Declarant hereby authorizes AGICOA to submit said claims on its behalf in the following countries:

- Albania, Australia, Austria, Canada, Croatia, Czech Republic, Denmark, Estonia, Lichtenstein, Romania, Slovenia, Switzerland.

The Declarant may exclude any of the above mentioned countries upon written notification to AGICOA or by including said exclusion in the Restrictions field of the Declaration Form above.

AGICOA is authorized to further mandate its members and partners to license and collect remuneration for the above described categories of rights within the territory for which they are authorized to license said rights.

#### Internal regulations

The Declarant hereby acknowledges and accepts the terms and conditions set forth in AGICOA's internal regulations, including by-laws, distribution rules and independently produced works policy paper and form as integral part (available from IRRIS Web or your Portfolio Manager), conflicts rules and any future amendments as made available at all times at AGICOA's public web site and IRRIS Web, all of which constitute an integral part of this Declaration.



# AGICOA

## - DECLARATION OF RIGHTS -

### Disclaimer and indemnity

The Declarant hereby confirms being the owner, holder or claimant authorized to exercise the retransmission and communication to the public of rights of the declared work, and/or of the remuneration rights arising therefrom, being entitled to claim the royalties collected by AGICOA. The Declarant further confirms holding all retransmission rights inherent to authorize the use of the declared work. The Declarant shall declare only those works that are defined as AGICOA repertoire in Article 14 of AGICOA's distribution rules, and further confirms that the works hereby declared to AGICOA are compliant with said definition. Should a Declarant receive royalties from AGICOA for a work declared in this Declaration Form but not deemed to be considered under AGICOA's definition of repertoire (Article 14 of the distribution rules), the Declarant is obliged, within the Swiss Statute of Limitation (10 years), to return said royalties to AGICOA upon request.

Where the Declarant receives and accepts payments of royalties from AGICOA for the work as declared in the Declaration Form above, it shall hold AGICOA harmless from any claims of third parties regarding the rights for which it has been paid.

### Withdrawal and termination of authorization

In case of withdrawal of membership or termination of the authorisation to manage rights, the Declarant will provide AGICOA with written and signed notification with 6 months' prior notice. The notification shall produce effects at the end of the financial year. The Declarant shall retain rights for final distribution of amounts collected by AGICOA on its behalf before the termination or withdrawal occurred.

### Data protection

The Declarant can at any time modify or withdraw the present Declaration by using the notification forms and automated procedures at its disposal at AGICOA's public web site and IRRIS Web.

It is understood and agreed that AGICOA - and AGICOA's Partners - will use the data collected in the Declaration Form in its automated systems (e.g. identification or distribution), for the purposes of performing its mandate as granted by the Declarant, as well as for purposes of information, claims, collection and distribution.

## 2. In Home and TV Everywhere

The Declarant hereby mandates AGICOA and/or authorizes it to license and collect remuneration within the scope of the exercise of the exclusive rights as described below.

### In Home

In cases where such rights are not subsumed within retransmission as defined in relevant national legislation, the Declarant hereby declares that, on its behalf, AGICOA may authorize or prohibit cable operators from offering the unaltered simultaneous retransmission of a primary terrestrial or non-terrestrial digital or analogue signal by any wire or wireless means at multiple access points and through various devices within the home of the subscriber as part of the subscription of linear broadcasting services, and to negotiate and collect remuneration arising therefrom.

### TV Everywhere

The Declarant hereby declares that, on its behalf, AGICOA may authorize or prohibit cable operators from offering the unaltered simultaneous retransmission of a primary terrestrial or non-terrestrial digital or analogue signal by any wire or wireless means at multiple access points and through various devices as part of the subscription of linear broadcasting services, and to negotiate and collect remuneration arising therefrom.

Ref. 201607

Signature	
Rightsholder's/Agent's signature and name	Date
<hr/>	Rightsholder's/Agent's identification number assigned by AGICOA
first name	last name

*IRRIS Web, the web declaration portal, is available to update and check your data*

**RIGHTSHOLDER'S DETAILS**

1) Is this a new Registration? Yes - Is this a Registration Update? Yes

2) **Full Company name or first name and last name**

first name

last name

3) **Rightsholder's Identification Number assigned by AGICOA**

4) **Type:** Natural Person ; Legal Entity

5) **Rightsholder Company Street and number**

6) **Zip**

7) **City**

8) **Country**

**REPRESENTATION AT AGICOA GENERAL ASSEMBLY** (As per AGICOA by-Laws, Rightsholders are represented by our Members at our General Assembly. Kindly let us know which of them - if any - your Rightsholder is affiliated to.)

9) None

12) Name

10) Name

13) Name

11) Name

14) Name

<b>Agent's Company name or first name and last name</b>	
first name	last name
<b>Agent's Identification Number assigned by AGICOA</b>	
<b>Agent's Signature</b>	<b>Date</b>

## DECLARATION OF EPISODES WITH TITLES

(mandatory data in bold)

*IRRIS Web, the web declaration portal, is available to update and check your data*

### RIGHTSHOLDER DATA

1) **Agent - full company name or first name and last name**

first name last name

**Identification number assigned by AGICOA**

2) **Rightsholder - full company name or first name and last name**

first name last name

**Identification number assigned by AGICOA**

### SERIAL HEADER DATA

3) **Attachment to work declaration number** D-

4) **For the serial title**

### SEASON DATA

5) **Season declaration number** D-

6) **For the season title**

7) **ISAN**

Root  
┌───────────┐  
ex: ISAN 1883-66C7-3420-0000-7-9F3A-0245-U

### EPISODE DATA

8) **New declaration?** Yes

9) **Declaration update?** Yes      **Declaration number to update** D-

10) **Your episode reference**

11) **Episode No**

12) **Production year**

13) **Duration of the declared episode** (in minutes)

*For remuneration in Switzerland, the Production year is mandatory.*

14) **ISAN**

Root  
┌───────────┐  
ex: ISAN 1883-66C7-3420-0000-7-9F3A-0245-U

15) **Language & original title of the declared episode**

language original title

16) **Language(s) & alternative title(s) of the declared episode** Each language version is mandatory for remuneration in Switzerland.

language alternative title

language alternative title

17) **Author(s) & performer(s)** (directors, screenwriters, scriptwriters, actors, authors of soundtrack, etc ...). Kindly inform first and last name per type. At least the name of the principle director and leading performer/actor is required/mandatory for AGICOA to claim in several jurisdictions such as Romania, Slovenia, Switzerland and other countries where the rights of producers result from a presumption of transfer of rights.

type first name last name

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*IRRIS Web, the web declaration portal, is available to update and check your data*

**RIGHTSHOLDER DATA**

1) **Agent - full company name or first name and last name**

first name last name

**Identification number assigned by AGICOA**

2) **Rightsholder - full company name or first name and last name**

first name last name

**Identification number assigned by AGICOA**

**SERIAL HEADER DATA**

3) **Attachment to work declaration number D-**

4) **For the serial title**

5) ISAN

Root  
ex: ISAN 1883-66C7-3420-0000-7-9F3A-0245-U

**SEASON DATA**

6) New declaration? Yes

7) Declaration update? Yes **Declaration number to update D-**

8) **Season number**

9) **Production year**

For remuneration in Switzerland, the Production year is mandatory.

10) ISAN

Root  
ex: ISAN 1883-66C7-3420-0000-7-9F3A-0245-U

11) **For the season title**

12) Number of episodes related to this season

13) **Author(s) & performer(s)** (directors, screenwriters, scriptwriters, actors, authors of soundtrack, etc ...). Kindly inform first and last name per type. At least the name of the principle director and leading performer/actor is required/mandatory for AGICOA to claim in several jurisdictions such as Romania, Slovenia, Switzerland and other countries where the rights of producers result from a presumption of transfer of rights.

type first name last name

type first name last name

type first name last name

**SEASON DATA**

14) New declaration? Yes

15) Declaration update? Yes **Declaration number to update D-**

16) **Season number**

17) **Production year**

For remuneration in Switzerland, the Production year is mandatory.

18) ISAN

Root  
ex: ISAN 1883-66C7-3420-0000-7-9F3A-0245-U

19) **For the season title**

20) Number of episodes related to this season

21) **Author(s) & performer(s)** (directors, screenwriters, scriptwriters, actors, authors of soundtrack, etc ...). Kindly inform first and last name per type. At least the name of the principle director and leading performer/actor is required/mandatory for AGICOA to claim in several jurisdictions such as Romania, Slovenia, Switzerland and other countries where the rights of producers result from a presumption of transfer of rights.

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type first name last name

type first name last name

